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[Established 1857.] [Registered as a Newspaper.]

VOL. LXXIX. No. 30 [Pages 549 to 564]. Saturday, July 27, 1935. Published Weekly. Price One Shilling.

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The Solicitors' Journal

VOL. LXXIX. **Saturday, July 27, 1935.** No. 30

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Current Topics.

The League: Its Position and Functions.

ONE of the sanest and best-informed pronouncements on the position and functions of the League of Nations that we have met with is that contained in a letter to *The Times* from one in whom lawyers should have a special interest, Sir FRANCIS LINDLEY, a son of that great jurist whom many of us recall as Lord Justice, and, later, as LORD LINDLEY. Sir Francis is no amateur in the discussion of such a subject, having himself served with distinction in a number of diplomatic posts. After pointing out in his letter that the true position and functions of the League have been obscured by so many belonging to each party in the State, Sir Francis reminds us of the fact, so frequently forgotten, that the League was founded as the result of the general disillusionment and reaction caused by the devastating consequences of the War, when men of good will in this country and in others believed that there was a lasting change of heart towards the question of war. If that change of heart is not universally present the League has no chance of success, as it can do no more than reflect the views and passions of the peoples which compose it and of the Governments represented; in other words, the League is only a piece of machinery, no doubt with great possibilities for good, which may exercise a beneficent influence if it is afforded a fair chance of doing so, but in the absence of goodwill is well-nigh impotent. When so many belonging to other nations are apt to distrust our disinterestedness we must not be unduly optimistic in our expectations from the League and "if," as Sir Francis says, "it is found impossible to bring in the restive nations on the principle of Locarno, we must recognise that the ideal is unobtainable and fall back on a coalition of those powers which have the same interest in peace as ourselves and make ourselves too formidable to be faced." Composed as it is of representatives of diverse nations, each with its own ambitions and longings, the League cannot fail to be other than a machine of imperfect mechanism, but nevertheless it may be claimed for it, as was claimed for diplomacy, that it has at least made war a little more difficult.

The Highway Code.

BY the time these words appear in print, most readers will have received a copy of the new Highway Code, the delivery of which to every house in the country began last Monday. It is not proposed to treat of the contents of the pamphlet here, the matter has received considerable publicity in the daily press, and it is probable that most readers will already have familiarised themselves with its various provisions. A word in regard to what may be described as its legal status may not, however, be out of place. The Road Traffic Act, 1930, enacts by s. 45, sub-s. (4): "A failure on the part of any person to observe any provision of the highway code shall not of itself render that person liable to criminal proceedings of any kind, but any such failure may in any proceedings (whether civil or criminal, and including for an offence under this Act) be relied upon by any party to the proceedings as tending to establish or negative any liability which is in question in those proceedings." This sub-section is aptly quoted on the inside of the front cover of the pamphlet, another useful feature being the references given in appropriate places in the text to statutory provisions and regulations, the effect of which is shortly stated in an appendix. It may be noted that the rules of the road have been described as "not rules of law at all, but rules of common sense," the question whether a departure from which is culpable or not depending on "the circumstances in which the departure is made"—see *Christie* v. *Glasgow Corporation* [1927] S.C. 273, 276—but it is an offence under s. 78 of the Highways Act, 1835, if the driver of a carriage meeting another carriage does not keep to the left, while a similar provision is to be found in s. 28 of the Town Police Clauses Act, 1847. The necessity for deviating from the rule on occasions is recognised in the last-named section, and the matter has been discussed in a number of cases. Thus, it has been decided that a driver need not keep on the near side on a clear road (*Finegan* v. *L. & N. W. Rly. Co.*, 53 J.P. 663), although he should always do so at night (*Cruden* v. *Fentham*, 2 Esp. 685), and if he drives on the off-side of the road, he must use more care and diligence and keep a better look-out (*Pluckwell* v. *Wilson*, 5 C. & P. 375). Times have changed since many of these decisions were given, and it is probable that one who disregarded the rule of the road laid down by r. 8 of the new code would, in the event of an accident, and the matter being taken to court, find himself confronted with a "failure" which could "be relied upon . . . as tending to establish . . . liability." This is only one of many examples which might be chosen to illustrate the usefulness of the highway code as a factor tending to establish legal responsibility, while it can hardly be denied that observance of its provisions by all road users would enormously diminish, if it did not eliminate, the toll of the road.

"A" Road Licences: Relevant Considerations.

Two points of general interest emerge from a recent decision of the Appeal Tribunal under the Road and Rail Traffic Act, 1933, which allowed an appeal from a decision of the Licensing

Authority for the East Midland Area refusing an application for a grant of an "A" licence relating to the use of these vehicles in the Nottingham District. The first is that before a Licensing Authority can properly come to a decision in regard to allegations that applicants for an "A" licence have been guilty of offences, the evidence of such must be of precisely the same nature and given with the same strictness as it would have to be given if the applicants were being prosecuted. The Licensing Authority said that he was bound to be influenced by various complaints which had been received, though, if they were cleared up, he would be only too pleased. The Tribunal said that they found it difficult to believe that the Licensing Authority was serious when he stated that his mind was bound to be influenced by complaints which had been made to him. "If he did," the Tribunal continued, "we can only say that, as [the Authority] was, in hearing the application, exercising judicial functions, he ought not to have allowed his mind to be influenced by mere complaints." The second point relates to the relevance of evidence to the effect that applicants for a licence have carried goods at uneconomic rates. The Tribunal agreed that in the case in question the Licensing Authority had allowed his mind to be influenced by matters extraneous to the issue, but they found it impossible to say that evidence that an applicant has carried goods at rates uneconomic to himself and has thereby built up the traffic, evidence of which he relies on in support of his application, is not evidence relevant to the issue of need. "That being so, a Licensing Authority is, in our opinion, on that issue, and only on that issue, entitled to take into consideration allegations that applicants had been carrying goods at rates uneconomic to themselves." The decision is reported in *The Times* of 18th June.

Auctioneers' Licences: Select Committee's Report.

THE Select Committee of the House of Lords on Auctioneers', House Agents' and Valuers' Licences, whose report was issued on Monday, makes a number of recommendations, many of them on the lines of the evidence tendered to which reference has already been made in these columns. Briefly, it is suggested that licences of the character in question should be issued only to the holder of a certificate granted by a petty sessional court which should have power to refuse the certificate. Licences should still be issued by the Commissioners of Customs and Excise, and they should be renewable from year to year. An application for a licence should be addressed to the clerk of the petty sessional court for the area in which the applicant's business address lies and should be accompanied by a reference as to character and financial position signed by two responsible referees. An application should be in the applicant's own name and set out his business address and the firm, if any, with which he is associated. The names and business addresses of all licensees should be entered in a central register to be kept by the Commissioners of Customs and Excise and to be open to the public on payment, if necessary, of a small fee. No licensee should be permitted to carry on business except in his own name or in the registered name of his business. It is also recommended that, except in the case of sales of livestock and perishable articles, a complete catalogue of numbered lots should be exhibited at every auction sale for the use of persons attending the same. The fee for valuers' and house agents' licences should be increased from £2 to £10, that for auctioneers' licences remaining, as at present, at the latter figure; while the penalty for acting without a house agent's licence should be raised from £20 to £50, an alteration which would bring it into line with the existing penalty in the case of a valuer guilty of a similar offence. The Committee also recommends the amendment of the Revenue (No. 1) Act, 1861, so as to make it compulsory for any person dealing in unfurnished houses to take out a house agent's licence and suggests that there should be a power to endorse, cancel, or suspend a licence before its expiry, on conviction of the holder of any offence in connection with the exercise of his profession. These recommendations should, it is stated, be extended to cover, on renewal, the licences of all existing holders of licences. In regard to the present position the Committee expresses the opinion that "mock auctions" are comparatively few in number and are not increasing, and states: "the evidence has shown that, as a general rule, auctioneers, house agents and valuers conduct their business honourably and with credit to their callings, while bodies representative of these callings take scrupulous care before they admit members to their ranks, and exact a high standard of professional conduct from them after they have obtained membership."

Ribbon Development.

THE committee stage of the Restriction of Ribbon Development Bill was concluded last Friday, when the Bill was ordered to be reported to the House. The most important amendment accepted by the Standing Committee of the House of Commons, which has been considering the Bill, is probably that which relates to clause 6 and provides that the determination of disputes between highway authorities and applicants for exemptions from restrictions shall be determined by courts of summary jurisdiction and not by the Minister of Transport. This amendment was carried against the Government, and its importance was duly adverted to by the Minister of Transport, who said that it went to the root of the Bill. In Scotland, disputes will be determined by the Sheriff instead of by the Minister of Transport. An amendment accepted to clause 9, which is concerned with contraventions, decreases from £100 to £50 the maximum fine for erecting buildings or making access to any road contrary to restrictions imposed by the Bill. It was pointed out that a convicted person will have to demolish the building and reinstate the ground at his own expense in addition to paying the fine. An amendment to clause 12, which empowers a local authority to require the provision of means of access for vehicles as a condition of the approval of building plans, exempts from the clause such new buildings as are not likely to increase vehicular traffic along adjacent roads and, also, buildings in connection with which satisfactory arrangements have been made for limiting interference with traffic. Apart from the amendment, the clause applies to places of public resort, public service vehicles stations, petrol filling stations, garages used in connection with any trade or business, and any building with a space of not less than 250,000 cubic feet. The meaning of the term "building," which was defined by the interpretation clause as drafted as including "any structure or erection of whatsoever material and whatsoever manner constructed, and any part of a building," has been elucidated by the express exclusion therefrom of fences, gates, posts, masts, ornaments, or other similar erections required for the purposes of agriculture, or of dwelling-houses or gardens occupied therewith, while greenhouses and summer houses required in connection with any such garden and temporary tents and scaffolding have also been excluded. A new clause accepted in substitution of clause 10 empowers highway authorities to purchase land for the construction and improvement of a road and also in order to prevent the erection of buildings detrimental to a view up to 220 yards from the middle of any road. There is no power to purchase for the last object in some circumstances, as where the land forms part of a park, garden or pleasure ground. Land purchased under the new clause is not to be disposed of, except for a short lease, without the authority of Parliament. Fears were expressed that under the original clause local authorities, under cover of purchasing land to preserve amenities, might destroy them. Land which is the property of local authorities and statutory undertakings cannot be acquired under this clause, but another new clause empowers local authorities to acquire easements over such lands for the purpose of bridge building, while

a series of amendments provides for the acquisition of similar powers for road drainage. Other new clauses provide for the payment of expenses incurred by the Roads Department of the Ministry out of the Road Fund, for the keeping by the highway authorities of a register of land likely to be made the subject of restrictions; and for the removal of restrictions by the Minister on the application of a highway authority to meet cases such as may arise in Surrey, Middlesex and Essex, where agreements as to restrictions have been effected by Private Acts.

Osteopaths Bill.

THE Select Committee of the House of Lords appointed to consider the Registration and Regulation of Osteopaths Bill has ordered that the Bill be reported to the House without amendments and has recommended that it be not further proceeded with. In point of fact the supporters of the measure indicated, before the evidence of those opposed to the measure was concluded, that they did not desire to ask that the Bill should be carried further, but the Committee considered it a point of duty to report in detail to the House. The report of the Committee, which was issued as a White Paper last week (130, Stationery Office, 1d.), points out that in all comparable cases of vocations for which a statutory register has been authorised—the Bill sought to authorise the establishment of a state register, with a prescribed qualifying education and standard of proficiency—three conditions have been fulfilled: the sphere or territory within which the vocation operates has been clearly defined, the vocation has already been long in general use, and there has been already in existence a well-established and efficient system of voluntary examination and registration. In the case of the osteopathic calling, none of these conditions could be said to be fulfilled.

Evidence in Nullity Suits.

READERS' attention is drawn to the statement made by the President of the Probate, Divorce and Admiralty Division of the High Court at the sitting of the court on Tuesday concerning the operation of s. 4 of the Supreme Court of Judicature (Amendment) Act, 1935, which, it will be remembered, directs that in nullity proceedings evidence on the question of sexual capacity shall be heard *in camera* unless in any case the judge is satisfied that such evidence ought in the interests of justice to be heard in open court. The learned President, who said that he had taken the opportunity of consulting his brother judges of the Division, indicated that they were unanimously of the opinion that, with regard to evidence which the statute directed to be heard *in camera*, no distinction could be drawn between those representing the law reports and those who represented other organs of the Press. The exclusion of the former (as with the latter) was the inevitable result of the statute. With regard to the practical effect of the section on the procedure of the court, it intimated that the statute only directs that the sort of evidence specified should be heard *in camera*, and, therefore, so far as the rest of such a case was concerned, it was quite plain that it must be heard in public. In an undefended suit the petitioner gave formal evidence of his address, the marriage, and so forth, in open court, and the court was closed when evidence of sexual capacity was about to be given. After that evidence the court was reopened because it was plain that the decree must be pronounced in open court. The position would be a little more complicated in defended suits, as the court might have to be opened and closed with rather greater frequency. The learned President made it clear that any arguments and any pronouncement by the Bench on evidence of the character in question fell to be dealt with in public. That, it was said, was the considered opinion of all the judges of the Division, and the statute would be operated in that way. The foregoing statement was fully reported in *The Times* of 24th July.

Recent Decisions.

IN *Malproot and Syer* v. *Noxal Ltd.* (*The Times*, 12th July), damages were recovered by a passenger in a side-car which, it was alleged, had been negligently fitted to the motor-cycle, and became detached as the result of four attachments giving way when the vehicle was travelling at about 25 miles an hour. This branch of the claim, LEWIS, J., pointed out, arose wholly in tort as the passenger had no contract with the defendants. The driver, whose cause of action was for breach of warranty and alternatively in tort also recovered damages.

The decision of LUXMOORE, J., in *Corporation of London* v. *Lyons, Son & Co.* (*Fruit Brokers*) *Ltd.*, reported in our issue of 8th December, 1934 (78 SOL. J. 877), has been affirmed by the Court of Appeal (*The Times*, 18th July). The learned judge expressed himself as satisfied that the refusal of the Corporation to allow the defendant to sell by auction in Spitalfields Market was not due to any want of accommodation or any real apprehension of inconvenience, but to a desire to give effect to an undertaking that the lessees of the London Fruit Exchange should have the sole right of selling by auction within the market, and a declaration was granted to the effect that the defendants were entitled to sell fruit, vegetables, etc., there on payment of the customary tolls. In the course of his judgment, LORD HANWORTH, M.R., dealt with the duties of a grantee of a market franchise towards those who desired access thereto, and said that a grantee could not charge a defendant with setting up a rival market or disturbing his market when the action of the defendant was due to the grantee's own arbitrary conduct without due consideration of his duty to a member of the public. Nor was the position affected by the fact that the seller was an auctioneer and not the owner or grower of the goods in question.

In *Jennings* v. *Stephens* (p. 559 of this issue), it was held that the performance of a play at a meeting of a women's institute to which only members were admitted, guests being specially excluded, was not a performance in public within the meaning of the Copyright Act, 1911. In giving this decision, CROSSMAN, J., observed that he was not satisfied that the case could be a test case. Each case must, the learned judge said, depend on its own circumstances.

In *Weigall* v. *Westminster Hospital* (p. 560 of this issue), the plaintiff recovered damages for injuries sustained as a result of slipping on a mat which had been placed over a polished floor. The accident happened in a room to which the plaintiff went in order to see the consulting surgeon in the course of a visit to her son who was a paying patient at the hospital. She was, it was held, an invitee, and the defendants ought to have known that there was unusual danger in placing the mat on a highly polished floor. There was no duty on the plaintiff to see whether the defendants had secured the mat as they ought to have done.

In *Burnett, G.M.S.* v. *Burnett, C. N.* (*The Times*, 20th July), it was held that s. 192 of the Supreme Court of Judicature (Consolidation) Act, 1925, which enables the court after pronouncing a decree for divorce or nullity of marriage to make orders in regard to ante-nuptial or post-nuptial settlements made on the parties whose marriage is subject to the decree, did not cover settlements made by the respondent during a former marriage so as to enable them to be regarded as "ante-nuptial" in relation to a second marriage in respect of which a decree absolute of dissolution had been pronounced. (The settlements were made in consideration of the payment of the respondent's debts by a third person, and not in contemplation of the then existing or any other intended marriage.) Nor could an appointment of funds in exercise of a power contained in one of these settlements by a deed which clearly constituted an ante-nuptial settlement under s. 192 itself be varied in such a way as to effect a variation of the principal settlement.

Courts of Summary Jurisdiction and Divorce Proceedings.

"In my view," said Mr. Justice Bargrave Deane, in *Craxton* v. *Craxton*, 23 T.L.R. 527, "once the Divorce Division is seized with a matrimonial dispute, justices have no right to interfere in the matter." This view has recently received some reinforcement in a number of cases, and it is necessary to consider these cases in order to discover whether any limitations can be imposed on the generality of the statement.

Craxton v. *Craxton*, *supra*, was a case in which a husband filed a petition for divorce, and an order for alimony *pendente lite* was made in favour of the wife. The suit was later stayed until an order that the husband should pay the wife's taxed costs and deposit of £20 as security should be complied with. About two months afterwards a summons was issued by justices on the application of the wife for an order of maintenance on the ground of desertion, and an order for separation and maintenance was subsequently made by them, reciting that the husband had abandoned the divorce suit. It was held that the justices had no jurisdiction.

This case was quoted with approval by Lord Hewart, C.J., and Avory, J., in *R.* v. *Middlesex Justices*: *Ex parte Bond* [1933] 1 K.B. 72, where after a decree absolute had been made in a suit for dissolution of marriage the wife applied to a court of summary jurisdiction for an order under s. 5 of the Guardianship of Infants Act, 1886, as amended by s. 3 (2) and s. 7 (1) of the Guardianship of Infants Act, 1925, for the custody and maintenance of a child of the marriage. It was pointed out that as the wife had appeared to the divorce proceedings and could apply to the Divorce Court under r. 34 of the Matrimonial Causes Rules, 1924, on a question as to the custody of a child, and the application was dismissed. Later the wife renewed her application to the same court consisting of different justices, and they ordered that the applicant should have custody of the child, and that the father should pay her a weekly sum while it was under the age of sixteen. Lord Hewart, C.J., and Avory, J., both held that the justices had no jurisdiction, both on the ground that the matter was already *res judicata* and on the ground that the matter was in the hands of the Divorce Division. Avory, J., said (at p. 80): "The inconvenience of holding that there is concurrent jurisdiction in the Divorce Court and in the justices is obvious, for if the justices may make an order as in this case, there is nothing to prevent the husband from going to the Divorce Court the next day and asking, possibly successfully, for a contrary order. The question might see-saw between the two courts, thus producing an absolute scandal." Du Parcq, J., expressed himself as satisfied that the matter was *res judicata*, but not entirely satisfied on the question whether the Divorce Division had exclusive jurisdiction.

When the matter went to the Court of Appeal the learned lords justices dismissed the appeal on the ground of *res judicata* but refused to decide whether the jurisdiction of the Divorce Division was exclusive, merely expressing great sympathy with the opinion that it was, and referred to the proviso to s. 7 (3) of the Guardianship of Infants Act, 1925, which empowered the Court of Summary Jurisdiction to refuse to make an order where it considered that the matter could be more conveniently dealt with by the High Court.

The dicta quoted above from the judgments of the Divisional Court were nevertheless followed in *Higgs* v. *Higgs* [1934] 1 K.B. 28; 78 Sol. J. 768, by a Divisional Court consisting of Sir Boyd Merriman, P., and Langton, J., where a husband left his wife on discovery, as he alleged, that she had committed adultery. The wife then took out a summons under the Summary Jurisdiction (Separation and Maintenance) Acts, 1895 to 1925, on the ground of wilful neglect to maintain, and while these proceedings in the lower court were still pending the husband filed a petition in the Divorce Division for dissolution of marriage on the ground of adultery. The magistrate later made an order for maintenance, the husband having twice failed to appear to the summons, and the divorce petition being still undecided eight months after it had been filed. Langton, J., expressed sympathy with the learned magistrate, and added: "For my part I have little doubt that the magistrate thought there had been *bonâ fides* on the part of the appellant . . . Nevertheless this court must see facts as they are. The petition seems perfectly *bonâ fide* and remains on the file."

Finally, in *Knott* v. *Knott* [1935] W.N. 120, these decisions were followed by a Divisional Court consisting of the President and Mr. Justice Bucknill, where a wife appealed from the revocation by justices of a maintenance order. The order had been made by the magistrates on the 20th July, 1931, and on 18th January, 1935, the husband asked for its discharge by the justices on the ground of the wife's alleged adultery. On 25th January, 1935, the wife presented a petition for divorce on the ground of the husband's adultery, which petition was still pending. On 5th March, 1935, the maintenance order was discharged, and on 6th March, 1935, the wife's petition was served on the husband. Counsel agreed that inevitably the question of the wife's adultery would be put in issue in the divorce proceedings. The broad question, said the President in his judgment, was whether the magistrates had jurisdiction to decide the issue of a wife's alleged adultery at a time when there was pending in the Divorce Division a suit between the spouses in which that very issue must necessarily be decided. It was sought in argument to distinguish *Higgs* v. *Higgs*, *supra*, and *R.* v. *Middlesex Justices*, *supra*, from the present on the ground that in both those cases the relief sought and the facts involved were the same in the Divorce Court as in the court of summary jurisdiction. It was argued that the present case was different, as the Divorce Court was not asked and indeed had no jurisdiction to set aside the order of maintenance, the magistrates alone having that power under the Married Women (Separation and Maintenance) Act, 1895. The President, however, held that he was bound by *Higgs* v. *Higgs*, *supra*, and *R.* v. *Middlesex Justices*, *supra*, as "the issue of adultery is the most important issue that can be decided between spouses" and "the substance of the matter is that when an issue of adultery is pending in both courts, it should be decided exclusively by the Divorce Court." The matter was accordingly remitted to the magistrates for re-hearing, such re-hearing to be stayed until the determination of the issue of adultery by the Divorce Court.

It will be seen that the result of the cases is the production of a rule of obvious convenience and commonsense. The development of the rule has been somewhat haphazard, for *Craxton* v. *Craxton*, *supra*, as the President pointed out in *Higgs* v. *Higgs*, *supra*, was not conclusive of the question, as the real answer to the summons in that case was that it was impossible to hold that there was desertion while the petition for divorce was pending. The views of Lord Hewart, C.J., and Avory, J., in *R.* v. *Middlesex Justices*, *supra*, were not adopted by the Court of Appeal, and it was not until *Higgs* v. *Higgs* and *Knott* v. *Knott* that the law was made absolutely clear. It would not be true to say that there are no further difficulties in the position. In the guerilla warfare that sometimes supervenes on a separation between husband and wife it not infrequently happens that a divorce petition is presented by one side or the other without any genuine desire to carry it through, but merely in order to put an end to or suspend proceedings in courts of summary jurisdiction. As the President pointed out in *Higgs* v. *Higgs*, "the wife, so long as the petition is pending, has her rights in case there is undue delay in its prosecution." Even such remedies may not, however, be sufficient. Calling on the petitioner to show cause why his suit should not be dismissed may be grounded on an improper presentation of a petition: *Dixon* v. *Dixon* (1871), L.R. 2 P.D. 253. The President said in *Knott* v. *Knott*:

"If in any such case the Divorce Court is satisfied that the suit is not being duly prosecuted, but is merely used for the purpose of prolonging the payments under the order, the court would have ample power to deal with the matter in such a way that the magistrates would regain jurisdiction." It might, however, be difficult to satisfy the court of this, and in all cases there is bound to be some delay. Langton, J., seemed to think in *Higgs* v. *Higgs* that the Divisional Court might consider whether the petition was perfectly *bonâ fide*, and the true interpretation of the cases as they stand at present seems to be that so long as a petition for divorce is on the file, none of the issues which are the subject of the divorce proceedings may be raised in a court of summary jurisdiction.

Motor Car Insurance.

SECTION 10 OF THE ROAD TRAFFIC ACT, 1934.

THE provisions of s. 10 (1) of the Road Traffic Act, 1934, are by now well-known to the profession. The sub-section carried one stage further the *jus quæsitum tertio* which has found its way into our law to meet the situation created by compulsory third-party insurance, by providing that if a judgment is obtained against the holder of a certificate of insurance in respect of a liability covered by the certificate, the insurer shall satisfy the judgment even if he may be entitled to avoid or cancel the policy or may have done so. Sub-section (3) exempts the insurer who, within three months from the starting of the action in which the judgment is given, brings an action for a declaration that he is entitled to avoid the policy for non-disclosure or misrepresentation. It was clear from the first that sub-s. (1) was no exception to the general rule as to statutes, and that it only applied to judgments obtained after the 1st January, 1935, the date on which the Act came into force, even though this was nowhere expressly stated. The rule as to the retrospective operation of a statute has long been known and is stated clearly by Lopes, L.J., in *In re Pulborough Parish School Board Election* [1894] 1 Q.B. 725, at p. 737, where he said :—

> ". . . A retrospective operation is not to be given to a statute so as to impair an existing right or obligation, otherwise than as regards matter of procedure, unless that effect cannot be avoided without doing violence to the language of the enactment. If the enactment is expressed in language which is fairly capable of either interpretation, it ought to be construed as prospective only."

In *Croxford and Others* v. *Universal Insurance Company Limited*, *The Times*, 6th July, it was ingeniously sought to argue that the sub-section did not apply where the cancellation was in 1934. The judgment had been obtained on the 6th February, 1935, in respect of an accident occurring on the 13th June, 1934, but the cancellation had been made, on valid grounds, on the 12th July, 1934. It was said that to apply the sub-section was to give retrospective effect to it, and that sub-s. (3) showed that the Act could not apply to a cancellation before 1935, because, it was argued, proceedings for a declaration could not be taken before the Act came into force. Horridge, J., did not, however, accept this contention, holding that there was no reason, in his view, why the proceedings for a declaration should not have been taken before 1935. The Act received the Royal Assent on the 31st July, 1934, and was known, a remark, one would respectfully venture, which applies with especial force to any Road Traffic Act. Moreover, the real question was, in his view, the date of the judgment. Accordingly judgment went against the insurers. *Ward* v. *British Oak Insurance Co.* [1932] 1 K.B. 392, was cited, but the learned judge derived little assistance from that decision, which was under another Act.

One feels, with respect, a little unconvinced by the reasoning based on the date of the Royal Assent, but as to the vital date being the date of the judgment there could, one would have thought, be no possible doubt. The very language of sub-s. (1) seems to contemplate such a case as this—"where judgment *is* obtained, notwithstanding that the insurer . . . may *have* avoided or cancelled." There must be a *terminus a quo*, and, since the section deals with the satisfaction of a judgment, it seems clearly reasonable to make the date of the judgment the crucial date. If the defendants' contention had prevailed, it would have been possible to have taken this point during the currency of any certificate cancelled before 1935, i.e., presumably until the 31st December, 1935. This would have defeated the enforcement of the sub-section, by delaying its operation for a year. This cannot have been the intention of the legislature. Quite apart from this, to have so construed the sub-section would have been to read into it words which it does not contain, and to do violence to language which seems quite clear as it stands. It is an advantage to have a judicial decision, but a little surprising that the point was thought worth arguing.

Company Law and Practice.

The Appointment of a Liquidator as Receiver for Debenture-holders.

WHERE a company is in compulsory liquidation and a receiver has been appointed or is sought to be appointed in a debenture-holders' action, it is reasonably clear that the respective functions of the liquidator and the receiver will, to some extent, clash, and as a *primâ facie* rule, based on the ground of convenience and saving of expense, it seems that the court will, in the absence of anything which would in the particular circumstances of the case render such a course inequitable, appoint the same person liquidator and receiver. There is a fair amount of authority on the question, but none of it is very modern when the comparative shortness of the history of the law of the limited liability company is taken into consideration, and though the principles appear to be settled there is considerable scope in any particular case for the exercise of the discretion of the court, and I am not sure that modern practice would not incline less favourably to the appointment of the liquidator as the debenture-holders' receiver, at least where such receiver was appointed before winding-up proceedings commenced: and the authority for such an appointment in this last-mentioned state of affairs seems to me less conclusive than the authority for the appointment of an existing liquidator as receiver when the debenture-holders' action is subsequent to or contemporaneous with the winding-up proceedings.

"As a general rule," it was said by Cotton and Fry, L.JJ., in *Giles* v. *Nuthall* (1885), W.N. 51, "when a company is being wound up and application is made by the plaintiffs in a debenture-holders' action for the appointment of a receiver, the court will appoint the liquidator receiver, unless there be some special circumstances rendering it undesirable that he should be appointed, e.g., if he had assumed a position of hostility to the debenture-holders." Examples of such an appointment had already been seen in earlier cases. In *Perry* v. *Oriental Hotels Company*, L.R. 5, Ch. App. 420—the starting-point, I believe, of the line of authorities on the subject—there was a winding-up order under supervision and a liquidator had been appointed: an equitable mortgagee filed a writ for the appointment of a receiver. Giffard, L.J., intimated that the appointment of a person other than the liquidator would be a great and unnecessary expense, and said: "In this case I do not at all hesitate to say that the liquidator is the proper person to be appointed, there being no personal objection whatever to him, he being, as far as I can see, fully competent to manage and carry on the business, and it not being in his power to do any mischief whatever to the plaintiff

as regards his security." In *Campbell* v. *Compagnie Générale de Belle-Garde*, 2 Ch. D. 181, a petition to wind up the company had been presented on the 18th December, and an order was made on the 15th January. On the 22nd December a debenture-holders' action was started, in which a receiver was appointed, on the 11th January. The liquidator moved to discharge the receiver and Bacon, V.-C., acceded and appointed the liquidator receiver. He pointed out that the court itself assumed possession by virtue of the compulsory winding-up order which took effect from the day on which the petition was presented : and being in possession the court had to appoint an officer of the court for the benefit of all parties. Unless the justice of the case required it and the rights of the debenture-holders were likely to be prejudiced, it could not be endured that there should be two sets of receivers. He emphasised, however, that the order appointing the liquidator receiver was made without prejudice to the rights of the debenture-holders. Compare also *Tottenham* v. *Swansea Zinc Ore Company* (1884), W.N. 54.

The rule acted upon by the court is a *primâ facie* rule, based on considerations of convenience and the avoidance of unnecessary expense, which give place to circumstances of a special nature in a particular case ; and an illustration of such circumstances is afforded by the case of *In re Joshua Stubbs, Ltd.* [1891] 1 Ch. 475. There a winding-up petition had been presented on the 30th September, and a receiver was appointed for debenture-holders on the 2nd October. A compulsory order was subsequently made and the liquidator sought to have the receiver discharged and to be appointed in his place. Kekewich, J., refused the application and the Court of Appeal refused to interfere with the exercise of his discretion ; the uniform rule applied in the earlier cases was recognised but in this particular case there was in fact practically nothing for the liquidator to do ; the uncalled capital of the company amounted to only £180, and in the absence of anything special for the liquidator to do the only reason for displacing the receiver failed. Kay, L.J's., judgment contains an excellent exposition of the principle underlying the general rule ; he referred to " the rule of convenience which the court has adopted, namely, that where an application is made to the court to appoint a receiver, and another application is made to appoint a liquidator, the court will take care, in order to avoid trouble and expense, that the receiver and liquidator shall be the same person in every case where that can properly be done . . . The convenience of the rule is quite plain, for, supposing a receiver were appointed by the court on behalf of a mortgagee, and then there came a winding up, with calls to be made and outstanding assets of that kind to be got in, although future calls were included in the mortgage and although the debentures might be sufficiently large in terms to cover them, yet the receiver appointed by the court on behalf of the mortgagee would have no power to get in assets of that kind. Without the sanction of the court the receiver would have no right to bring an action or to take proceedings for the particular purpose he had in view, but in a winding up there is machinery provided that can be set in motion by the liquidator for the purpose of making calls in the liquidation and getting in outstanding assets of that kind through the simple and convenient method of . . . a balance-order against a shareholder. Now, if there is a large quantity of outstanding assets in the shape of capital not called up, and it therefore becomes necessary that this cheap and expeditious mode of getting in those assets should be put in action, then there would be very strong reasons for making the same person receiver and liquidator, because he is then armed with the power the official liquidator has of using this machinery for the benefit of the mortgagee." Kay, L.J., also indicated that in his view the fact that any business would have to be carried on would also be a strong reason for appointing the same person liquidator and also receiver and manager.

Again, in a case a year or two later—*Strong* v. *Carlyle Press* [1893] 1 Ch. 268—where the winding-up petition and the appointment of a provisional liquidator had been followed by the appointment of a receiver in a debenture-holders' action, the Court of Appeal reversed an order of Vaughan Williams, J., discharging the receiver : the observations of the lords justices in the emphasis which they lay on the right of the debenture-holders and their own receiver do not seem to me to be in complete uniformity with the general rule applied in the earlier cases I have mentioned. But in this case again—as appears more clearly perhaps from the judgment of Vaughan Williams, J., in *British Linen Company* v. *South American and Mexican Company* [1894] 1 Ch. 108—there were special circumstances which served to oust the *primâ facie* rule : the assets were insufficient by a substantial amount to cover the debts due to the debenture-holders, so that the mortgagees were the only persons interested and had a right to administer and realise the property which was the subject-matter of their mortgage, and, moreover, it appeared that the liquidator wished to contest the validity of the debentures.

In the *British Linen Company Case, supra*, Vaughan Williams, J., reviews the authorities on the question (and his deduction of the principles was approved in the same case by the Court of Appeal), and concludes that the rule is established " that if nothing else appears, *primâ facie*, the court, in order to prevent two persons performing the same duties, will appoint one as receiver or receiver and manager, that one being the liquidator." But " it is only a *primâ facie* rule of practice ; if justice or convenience requires it, it will be displaced ; and if there is any reasonable ground for supposing that the rights of the debenture-holders or mortgagees will be in any way affected or diminished in fact, that is, I take it, quite sufficient to make the court depart from this *primâ facie* rule." In that case the assets of the company consisted in part of securities which could not be realised in the ordinary way of business but could only be advantageously got in by a commercial liquidator, and the debenture-holders' receiver was appointed to get them in, and the liquidator was appointed receiver of the general assets of the company.

The cases which I have mentioned relate to the cases of the appointment of the liquidator as receiver for the debenture-holders where the winding-up proceedings are prior to or contemporaneous with the debenture-holders' actions. In *Bartlett* v. *Northumberland Avenue Hotel Co., Ltd.*, 53 L.T. 611, however, a receiver was appointed in August, and not till November was a winding-up order made by the court ; and the Court of Appeal affirmed an order of Chitty, J., substituting the liquidator for the receiver. There were there the circumstances that calls were outstanding which could be collected more expeditiously and less expensively by the liquidator than the receiver, and that the receiver had given no security ; and Chitty, J., thought that on the balance of convenience the order should be made. He said, however, that the general rule that it is more convenient and less expensive to have an officer of the court to collect the assets should not be applied as a mere matter of course when the order appointing the receiver has preceded the liquidation, but that the circumstances of the case must be looked into. And Cotton, L.J., expressed the same view that there was no general rule that a person who has been appointed a receiver is to be displaced in favour of the liquidator. The passage I have quoted from Kay, L.J.'s, judgment in *In re Joshua Stubbs & Co., supra*, indicates that judge's view that a receiver should be so displaced when calls are to be got in (and cf. per Cotton, L.J., in *Re Henry Pound, Son & Hutchings*, 42 Ch. D. 402, at p. 419). It is noteworthy, however, that in the *British Linen Company Case, supra*, Vaughan Williams, J., at p. 121, in stating the general rule that where you have an order for compulsory winding-up *primâ facie* the court will discharge the debenture-holders' receiver and substitute the liquidator, says: " At all events when that order is made upon a petition of a date

anterior to the appointment of the receiver appointed at the instance of the debenture-holders." It seems to me probable that the court, when asked to discharge a receiver appointed in a debenture-holders' action before winding-up proceedings have commenced, would in exercising its discretion be less likely to say "there is a *primâ facie* rule that this should be done," than to require proof of circumstances (as, for example, the fact of outstanding calls) making it desirable in the particular case. As I said at the outset, however, modern authority is lacking.

I should mention that the *primâ facie* rule for the substitution of the liquidator for a receiver has no application to a receiver appointed under the debenture (see *In re Henry Pound, Son and Hutchings, supra*).

A Conveyancer's Diary.

Effect of the L.P.A. on an Equitable Charge with Declaration of Trust of Fee Simple.

A "Point in Practice" was recently submitted to and answered in this journal, the answer to which does not seem to have quite satisfied the solicitor who submitted it, who has been good enough to say that it would be interesting if I would deal with the matter in this column.

The facts stated were that in 1924 freehold property was charged to a bank by deed, and the mortgagor thereby declared that he would stand seised of the property in trust for the bank for further securing the mortgage money, and that it should be lawful for the bank to appoint new trustees of the property in place of the mortgagor as if he were dead. In 1932 the bank by deed appointed two new trustees in place of the mortgagor "for all the purposes of the charge," and declared that the mortgaged property properly should vest in the new trustees for all the estate of the mortgagor. In 1933 the bank sold the property and the sale was effected by a conveyance by which the trustees by the direction of the bank conveyed and the bank in exercise of the statutory power conveyed and confirmed the property to the purchaser in fee simple.

The questions put were: (1) was the appointment of 1932 "a purported conveyance of an estate in fee simple by way of mortgage" within the meaning of L.P.A., s. 85 (2); (2) if so, it would seem that it only operated as a demise for 3,000 years, but it is not clear whether the effect of s. 85 (2) was to vest such term in the trustees in trustees or in the bank itself as mortgagee; (3) was the conveyance of 1933 sufficient to give a good title in fee simple to the purchaser under s. 88 (1) whatever be the answers to the previous questions?

The replies given were in effect: (1) that the appointment was not a purported conveyance by way of mortgage; (2) that the appointment did not operate to vest a term of years in the trustees or in the bank; and (3) that in any case the conveyance to the purchaser was effective.

The enquirers, however, observe that the vesting declaration in the appointment operated as a conveyance, and that as it was expressed to be "for all the purposes of the charge," it must have been "by way of mortgage."

I think that both the enquirers and the writer of the answers in "Points in Practice" seem to have misconceived the position resulting from the provisions of the L.P.A., 1925.

By the 1st Sched., Pt. VII (1), of that Act, it is enacted:—

> "All land which immediately before the commencement of this Act was vested in a first or only mortgagee for an estate in fee simple in possession, whether legal or equitable, shall, from and after the commencement of this Act, vest in the first or only mortgagee for a term of three thousand years from such commencement without impeachment of waste, but subject to a provision for cesser corresponding to the right of redemption which, at such commencement, was subsisting with respect to the fee simple."

Now in the case which we are considering, the position immediately before the commencement of the Act was that the mortgagees had an equitable charge, and there was also vested in them an estate in fee simple in possession in equity, because the fee simple was held in trust for them. Consequently, Pt. VII applied to vest in the mortgagees a legal term of 3,000 years and the legal estate in fee simple remained in the mortgagor.

It is obvious that the mortgagees did not realise what had been the effect of the Act as they subsequently, under a power contained in the charge, removed the mortgagor from the trusteeship and appointed trustees in his place. That was a quite unnecessary proceeding because, under s. 88 (1) and (6) of the Act, the mortgagees had power to convey the fee simple (in whomsoever it might be vested) in the exercise of the statutory power of sale.

In fact the mortgagees did afterwards convey the fee simple to a purchaser by a deed to which the trustees were (unnecessarily) made parties. I suppose that when that conveyance was prepared it was thought that the trustees must join to convey the legal estate in fee simple, but that was not so.

I agree, so far, with the writer of the reply to the enquirers that the appointment did not in fact create a mortgage and certainly did not purport to do so, and I do not see how it could since the mortgagor was not a party to it. The mortgage was created by the charge to the bank and the trustees did not hold the property as mortgagees but as trustees "for all the purposes of the charge," that is, to serve the purposes of the charge by conveying the fee simple as the mortgagees might direct, especially of course, to a purchaser from the bank selling under its statutory powers. At any rate, it really is impossible to say that the appointment purported to be by way of mortgage.

As the law stood when the charge was created it would have been necessary to call on the trustees to convey the legal estate to the purchaser, but the L.P.A. rendered that unnecessary.

I may point out here that Pt. II (3) of the 1st Sched. to the Act did not apply, for, although the mortgagees were immediately after the commencement of the Act entitled to call on the mortgagor to vest the fee simple in them, sub-cl. (*b*) of cl. 7 provides that nothing in that part of the schedule shall operate to vest in a mortgagee any legal estate except a term of years absolute. Also, that if there had been no declaration of trust of the fee simple contained in the charge, the transitional provisions in the First Schedule to the Act would not have affected the position at all.

Writing of mortgages, and the provisions of the L.P.A. relating thereto, reminds me that I had a letter some time ago asking if I would "kindly explain" why a "charge by way of legal mortgage" was, comparatively speaking, not much used. I did not reply at the time, as I waited for some inspiration to enable me to do so, but without avail.

I suppose that the draftsmen of the L.P.A. contemplated that in future this new form of mortgage which they invented would be universally adopted. In practice, however, as my correspondent says, that has not happened. A mortgage in that form does not create a term of years or pass any legal estate, but it is just as effective as if it did. Even the banks seem to prefer to stick to the equitable charge, why I do not know, unless it be through sheer conservatism. In fact, I have reason to think that it was the opposition of the banks which prevented provisions being inserted in the L.P.A. turning equitable charges into legal mortgages by demise.

Personally I think it better to use the new form, especially in the case of leaseholds.

Perhaps some day the Legislature may do what, as I think, should have been done in the L.P.A., that is, abolish all other forms of mortgage altogether, including equitable charges. The provision that puisne mortgages (as now defined) must be registered as land charges could be retained. That, at any rate, would be a "simplification" of conveyancing in fact, and not a complication masquerading under that description.

Landlord and Tenant Notebook.

Notice of Disrepair to Landlord Covenantor.

THE principle by virtue of which a landlord covenanting to repair is not liable for breach in respect of any period during which he has no notice of disrepair was recently illustrated, and perhaps extended, in the case of *The Kate* [1935] P. 100.

The case also gave us the uncommon spectacle of a dispute as to covenants of a lease being adjudicated upon in the Admiralty Division. The word "landlord" indeed suggests that an Admiralty Court is the last place where anyone answering to the description could be sued as such. The explanation is, however, that the dispute came before the court by virtue of a third party notice issued by second defendants against first defendants. The plaintiffs in the action were the owners of a vessel which had been damaged in consequence of the defective condition of a wharf of which the first defendants were lessors and owners, the second defendants lessees and occupiers, and had obtained damages against both on the ground of negligence.

The third party notice was based on a covenant by the first defendants to keep the quay, quay walls, mooring posts and river berths in good order and condition, and claimed that the first defendants were in consequence liable to indemnify the second defendants in respect of damages and costs awarded against them.

Legal argument centred round the question whether the tenants, having been found guilty of breaches of duty, could make a claim in respect of the consequences; this point was decided in their favour on principles not peculiar to the law of landlord and tenant. But what is more the concern of this "Notebook" is the attention paid or not paid to the matter of information as to disrepair available to the lessors of the wharf.

From the report it appears that both parties were aware of the fact that the wharf was, generally speaking, in need of repair. Also that each had information of some particular defects. But that the *landlords had*, and the *tenants had not*, knowledge of the particular trouble which was the cause of the accident and which gave rise to the tenants' liability.

Now the rule that notice is a condition precedent to a landlord's liability under a covenant to repair is well-established. It amounts to this, that there is implied in every such covenant a proviso suspending its operation. The courts have steadfastly declined to modify this rule, and even when the legislature imports the repairing covenant, namely, in the case of tenancies of dwelling-houses governed by the Housing Acts, the proviso is deemed to be there, though the statute omits to mention it: *Morgan* v. *Liverpool Corporation* [1927] 2 K.B. 131, C.A.

The scope of the proviso is a different matter, and here the courts have interpreted the rule broadly and in the light of its common-sense basis. When the Irish case of *Murphy* v. *Hurly* [1922] 1 A.C. 369, came before the House of Lords, the late Lord Buckmaster said in his judgment: "The doctrine depends upon the actual facts existing in each case and upon the consideration whether the circumstances are such that knowledge . . . cannot reasonably be supposed to be possessed by the one party as it is by the other," and it was held that there was no need for an express communication as to the disrepair of a sea-wall which was inspected regularly by the landlord's agent.

Again, actual notice is not necessary in respect of parts of a building not demised, as was held in *Melles & Co.* v. *Holmes* [1918] 2 K.B. 100; more recently, the decision in *Bishop* v. *Consolidated London Properties, Ltd.* (1933), 102 L.J.K.B. 257, afforded an example of this limitation on the scope of the rule. The damage complained of by the tenant was due, in each case, to the blocking of a gutter pipe which was part of the roof of a sub-divided building.

Also, there is authority to show that when express notice is demanded, the information given need not be precise as it must be, say, in the case of a landlord's forfeiture notice. In *Griffin* v. *Pillet* [1926] 1 K.B. 17, a letter stating "the steps to the front door want attention" was held sufficient to make the landlord, who did not take it sufficiently seriously, liable for heavy damages when the steps collapsed under the tenant.

But this merely lays it down that the landlord covenantor need not be apprised of the degree of seriousness.

The decision in *The Kate* deals with a novel set of circumstances, for in this case the landlords were not merely as well informed as, but actually better informed than, the tenants. The report does not tell us in detail whence their knowledge came, but it looks as if there were various sources. At all events, it was more precise than that of the covenantees; so that, strictly speaking, the parties were not on the equal terms in the matter visualised by Lord Buckmaster. But, in so far as the point is novel, the new authority can be said to be in logical harmony with the doctrine, the foundation of which always was "*lex non cogit ad impossibilia.*" This maxim is cited in *Murphy* v. *Hurly, supra*, and in *Morgan* v. *Liverpool Corporation, supra;* but, in applying it, many judgments have unduly narrowed it. In an older case, *Broggi* v. *Robins* (1889), 15 T.L.R. 224, C.A., Lord Russell of Killowen used the neutral expression "necessary . . . that his [the landlord's] attention should be drawn to the fact." In *Morgan* v. *Liverpool Corporation* two lords justices speak of the landlord "having" and "receiving" notice, but Lawrence, L.J., went further and said "mere knowledge is not sufficient to saddle the landlord with liability." This case was not cited in *The Kate;* if it had been, I think Lawrence, L.J.'s, dictum would have been treated as *obiter;* for his colleagues emphasise that the basis of the rule is "the injustice of being required to repair a defect of which he [the landlord] does not know," and of the opportunity of knowing the condition of the premises "denied to the landlord who may be at a distance." The new decision is in keeping with this reasoning, and I think it can be said that the law of landlord and tenant is now indebted to an Admiralty Court for further definition of the duties of a landlord covenanting to repair.

Our County Court Letter.

THE EFFECT OF SPRAY ON POTATOES.

IN a recent case at Worcester County Court (*Fisher* v. *W. J. Craven & Co. Ltd.; Electro-Chemical Processes Ltd.*, third parties) the claim was for £159 as damages for negligence. The counter-claim was for £20 as the price of Buisol supplied by the defendants as agents for the manufacturers, the third parties. The plaintiff's case was that a spray was applied in June, 1933, to a 12-acre field of potatoes, except on the "headlands" or edges. The latter bore a good crop, but the sprayed area withered, owing to the solution admittedly being a third stronger than the recommended proportions. The defendants' case was that in September, 1933, the crop was suffering from potato rust, due to the drought. Near the hedges the soil was more moist, and the yield was therefore better. Tops affected by copper or spray scorch would crumble to dust, whereas the specimens produced were suffering from wind scorch. Buisol would control fungus diseases without injuring the tissues of the plant, as shown by tests with ten, fifteen or twenty times the recommended strength. Insect attack was also a contributory cause of the plaintiff's poor crop. His Honour Judge Roope Reeve, K.C., held that the contrast between the headlands and the rest of the field was not so great as alleged. The plaintiff had failed to prove that Buisol, used in wrong proportions, was deleterious to plants. A combination of factors had damaged the crop, and the defendants

(having as nearly as possible proved a negative) were entitled to judgment on the claim and counter-claim, with costs. Judgment was given with costs, against the defendants in favour of the third parties.

ACCESS TO COMMON LAND.

In a recent case at Ipswich County Court (*Smith* v. *Culpeck and Others*) the claim was for £2 10s. as damages, and for an injunction to restrain damage to the plaintiff's gates. The plaintiff's case was that he was the owner of a cottage at Blaxhall, and had the right to fetch water from a well on the north-east of his property. For the protection of his property from animals on Blaxhall Common, he had erected fencing and two half-gates on the north-west of his property. The defendants had pulled down the gates, in spite of the fact that one of them, named Reeve, had been given permission to pass over the plaintiff's land with a horse and cart. The defence was that the gates were erected on land which was common land (not the property of the plaintiff) and was the only means of access to other common land, which (in return for an annual payment to the Lord of the Manor) the defendants were entitled to cultivate. His Honour Judge Hildesley, K.C., held that the action must succeed against the defendant Culpeck and Another, as they had no interest in the land. The real defendant was Reeve, whose allegation that the parish council had authorised the removal of the gates was not sustained. Judgment was therefore given for the plaintiff (for an injunction and damages) with costs.

LIABILITY FOR DELETERIOUS HAIRWASH.

In *North and Wife* v. *Clifford*, recently heard at Coventry County Court, the female plaintiff had bought at the defendant's shop a hair dye. This consisted of two bottles in an envelope, without a book of instructions, but—after using the preparation—the female plaintiff developed dermatitis on the scalp, œdema at the top and side of the head, and inflammation of the eyes. The defence was that none of the three shop assistants remembered selling the article, and there was no record in the sales book. It was submitted that the preparation was a trade article, sold under its registered name, and no condition was implied as to its fitness for any particular purpose. The label on the bottle contained a caution to read the booklet, which contained instructions as to use, and also a caution and test to be applied beforehand. His Honour Judge Drucquer held that the preparation, although useful and well known, should only be sold in the boxes provided—as specified on the bottles. No sale should take place without the booklet, giving essential instructions for use. Judgment was given for the plaintiffs for £100 damages and costs.

THE RESTRICTIVE COVENANTS OF NURSES.

In the recent case of *Macdonald* v. *O'Farrell* at Exeter County Court, the claim was for damages, and an injunction against the breach of an agreement not to accept employment of a similar character within forty miles of Exeter, within three years of leaving Southcroft—the plaintiff's nursing home. The plaintiff employed about twenty-five nurses, at salaries of £60 to £65 a year, with board and lodging, viz., at Southcroft, when not out on cases. The connection extended from Yeovil to Bude, both for institution and private cases, but a practice had grown up for nurses, on long cases, to give the plaintiff a month's notice, and then to continue the case on their own behalf. The above restrictive covenant was introduced to check that practice, but the defendant had taken a situation at Exeter City Hospital, to which the plaintiff had previously sent nurses. The defendant's case was that she was only an attendant at £45 a year, and her employment in that capacity could not affect adversely the plaintiff's nursing agency. In view of the restrictive covenant, the defendant had abstained from practising midwifery. His Honour Judge Wethered gave judgment for £2 as nominal damages, together with an injunction, and costs.

To-day and Yesterday.

LEGAL CALENDAR.

22 JULY.—Lord King, late Lord Chancellor, died about eight at night on the 22nd June, 1734, of a paralytic disorder at Ockham, in Surrey.

23 JULY.—A grim tale of murder on board a convict hulk at Portsmouth was told at Winchester Assizes on the 23rd July, 1830, when two convicts, William Brown and Smith Williams, were tried before Mr. Baron Bolland. The deceased was also a convict and he had recommended himself to favour by being sober, diligent and frugal. He had saved money and had been made an inferior inspector over his fellow prisoners. One day he was found robbed and dead with his throat cut. The prisoners accounted for the blood on their clothes by saying that they were subject to bleedings in the nose. They were found guilty.

24 JULY.—The value of evidence, as measured by the case of *Voogt* v. *Winch*, heard at the Chelmsford Assizes on the 24th July, 1818, is not very considerable. The question was whether or not a certain ditch joining the River Lee had always been a navigable channel. Thirty witnesses swore that it was never anything but a division between the adjoining lands, that they had jumped over it and walked over it and that it would not float a butcher's tray. On the other side, fifty witnesses swore that barges with loads of 20 chaldrons of coal had commonly navigated the channel at spring tides. Experts also differed as to whether the widening of the channel by the defendant drew the water away from other places. Finally the plaintiff got £50 damages.

25 JULY.—On the 25th July, 1788, James Granger was brought up for sentence before the High Court of Justiciary in Edinburgh, having been convicted of taking an active part in the combination of the Glasgow weavers and the subsequent riots. He was condemned to prison till the 13th August, "on which day he should be publicly whipped through the streets of the city by the hands of the common executioner." He was then to be allowed till the 4th October to settle his affairs before being banished for seven years. Lord Eskgrove, dissenting from the other judges, considered that the whipping should have been remitted.

26 JULY.—Sir John Jeffcott, a former judge of Sierra Leone, conceived that a Dr. Hennis had wrongly criticised him. In a duel Hennis was killed. His adversary fled the country, but at the Exeter Assizes the seconds were tried for murder on the 26th July, 1833. Patteson, J., summed up cautiously and explained that "malice aforethought" did not mean personal ill-will. He stressed the difference between fighting in the heat of anger and in cool blood. Though he said that duelling was not tolerated by the law of England, and whether it was for the benefit of society was not a question for the jury, there was an acquittal.

27 JULY.—On the 27th July, 1838, a woman was tried at the Cork Assizes for offering to sell a child for the avowed purpose of dissection. The doctor to whom she made the offer made a second appointment, at which a policeman was concealed. She had made the child drunk, and when he became alarmed and cried she urged the doctor to give him something that would settle him. She was found guilty. The account of the case concludes: "Death is the penalty provided by the statute. The judge, however, held out hopes of mercy. We do not exactly see on what grounds."

28 JULY.—Bulstrode Whitelock was one of the lawyers who managed to keep on the safe side of the English revolution, held high office under the Commonwealth and yet remained in favour after the Restoration. He died

peaceful and prosperous on the 28th July, 1676. Clarendon says of him that "he bowed the knee to Baal and so swerved from his allegiance, but with less rancour and malice than other men. He never led, but followed."

THE WEEK'S PERSONALITY.

Lord King's end was very sudden, for the stroke which carried him off struck him speechless about noon on the day of his death. "His lordship's father was a grocer and oilman at Exeter and bred his son for some years to his own business; many people in Devonshire are still living who have seen the late Lord Chancellor in all the drudgery of an oilman, yet in the midst of his employment, so strong was his ambition and inclination to learning that he laid out what money he could conveniently spare in books and employed every moment of his leisure time in study; so that he became a good scholar (and was particularly very well versed in church history) before the world suspected any such thing. He was four or five and twenty before he was taken notice of, when the great Mr. Locke, who was related to him, introduced him to the world and persuaded his father to let him study the law, in which profession his learning and indefatigable diligence made him soon eminent." Thus ran one of his obituaries. He had been Chief Justice of the Common Pleas from 1714 till 1725. Thereafter, until the November before his death, he was Lord Chancellor. Against his private character no word was ever whispered, but towards the end of his career his health failed and he became so lethargic as sometimes to doze upon the bench.

EMOTION ON THE BENCH.

Mr. Justice Greaves-Lord appears to have shown deep emotion in passing his first death sentence at the Manchester Assizes. Many of his predecessors have upon such occasions displayed sensitiveness which ordinary people do not as a rule associate with the scarlet-clad majesty of the embodiment of retributive justice. Bucknill, J., wept unrestrainedly in sentencing Frederick Seddon. Willes, J., in sentencing Constance Kent for the murder of her baby step-brother, broke down in the midst of his address to the prisoner. Mr. Justice Manisty hated this side of his judicial duty, and Mr. Justice Byles, who was always regarded as a severe judge, needed a narcotic every time he had to pass a death sentence. Even Mr. Justice Bramwell, the softer side of whose character rarely showed itself on the Bench, was once so overcome by the misery and pathos of the story unfolded during the hearing of a murder trial at the Assizes for Flintshire that, in the course of his summing up, he put his hands before his face and burst into tears. Recovering himself, he told the jury they must banish that irrelevancy from their minds.

TOO MUCH TACT.

Some judges, however, find the death sentence less of an ordeal than any other, since there being no alternative, there is also no responsibility. Moreover, there are occasions when the circumstances of the crime may diminish judicial reluctance to utter the final condemnation. There was once a New Zealand judge, Mr. Justice Williams, who had to preside at a murder trial on the very day a dinner party was being given at his house. With conjugal care his wife secretly begged the guests not to refer to trials and courts lest the thought of his grim duty should depress her husband. So self-conscious did everyone become that by the entrée the conversation round the table had flagged utterly. Then the judge guessed what was the matter and instantly dispelled the atmosphere of constraint by saying loudly to his wife along the table: "My dear, I had the very great pleasure this afternoon of consigning an unmitigated scoundrel to his doom." Fortunately, even among murderers, "unmitigated scoundrels" are sufficiently rare for the death sentence not to rank among the relaxations of the judiciary.

Notes of Cases.

Court of Appeal.

Corporation of London *v.* Lyons, Son & Co. (Fruit Brokers) Limited.

Lord Hanworth, M.R., Romer and Maugham, L.JJ.
31st May, 4th, 5th and 6th June and 17th July, 1935.

MARKET—NOT LIMITED BY METES AND BOUNDS—DISTURBANCE—AUCTIONS—PREMISES OUTSIDE MARKET—OBLIGATIONS OF MARKET OWNER—TOLLS.

Appeal from a decision of Luxmoore, J. (78 SOL. J. 877).

The Corporation sought an injunction to restrain the company from "disturbing" its market at Spitalfields by holding auctions at the offices occupied by them at 36 and 37, Steward-street, and from describing their premises as within the market. The company counter-claimed a declaration that they were entitled to sell by auction and that their premises were within the market. The market was not limited by metes and bounds and the Corporation had statutory power to widen its extent. The Corporation had demanded payment of sums of money designated in its books as "tolls" from persons engaged in the sale of fruit and vegetables outside the main market, which comprised 68 shops and 188 stands. In 1929, the London Fruit Exchange was opened in the market. Luxmoore, J., found as a fact that "the refusal of the Corporation to allow the defendant company to sell by auction is not due to any present want of accommodation or to any real apprehension of inconvenience within the market, but to a desire to give effect to the original understanding that the lessees of the London Fruit Exchange should have the sole right of selling by auction within the market." He held that the defendants' premises were not within the market and also that they were entitled to sell by auction within the market on payment of the customary tolls. The injunction sought by the plaintiffs was refused.

LORD HANWORTH, M.R., dismissing the appeal, said that the question arose whether the defendants, being refused facilities for holding auctions within the market, could hold auctions on premises outside the market, or whether this was a "disturbance." From *Prince* v. *Lewis*, 5 B. & C. 363, and *Moseley* v. *Walker*, 7 B. & C. 40, it appeared that there was a duty of the grantee of a market franchise towards persons desiring access to the market to sell within it. Neglect of the duty could not be justified by saying there was not sufficient space, and the grantee could not rely on the allocation of some of the space to purposes other than those appropriate to the proper user of the franchise. Disturbance could not be complained of when the defendants' action was due to the arbitrary conduct of the grantee. His lordship referred to *Great Eastern Railway Co.* v. *Goldsmid*, 9 App. Cas. 927; *Mayor of Dorchester* v. *Ensor*, L.R. 4 Ex. 343; *Yard* v. *Ford*, 2 Wms. Saund. 174; *Morpeth Corporation* v. *Northumberland Farmers' Auction Mart Co.* [1921] 2 Ch. 154. The appellants had also argued that though a trader might claim facilities for selling his goods within the market, it was otherwise in the case of an auctioneer. But it must be recognised that business had changed since the days of Edward III, when the market originated. From *Elwes* v. *Payne*, 12 Ch. D., 468, at p. 473, it appeared that selling cattle by auction might amount to levying a rival market. Auctioneering was a market operation. An auctioneer was not a mere seller of goods not his own. He had possession coupled with an interest in the goods he sold: *Williams* v. *Millington*, 1 H. Bl. 4; *Consolidated Company* v. *Curtis & Son* [1892] 1 Q.B. 495; *McManus* v. *Fortescue* [1907] 2 K.B. 1. He could claim to be admitted to the market to sell goods as much as growers or owners: see *Nichols* v. *Tavistock Urban District Council* [1923] 2 Ch. 18.

ROMER and MAUGHAM, L.JJ., agreed.

COUNSEL: *Greene*, K.C., *Simonds*, K.C., and *W. M. Hunt*; *Thorp*, K.C., *Heathcote-Williams* and *L. Blundell*.

SOLICITORS: *A. F. I. Pickford, City Solicitor*; *Edward Betteley, Smith & Stirling*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Stuart *v.* **Haughley Parochial Church Council.**

Lord Hanworth, M.R., Romer and Maugham, L.JJ.
16th and 17th July, 1935.

ECCLESIASTICAL LAW—PAROCHIAL CHURCH MEETINGS—ELECTORAL ROLL—REMOVAL OF NAME—APPEAL—LAY COMMISSION—HEARING—GROUNDS FOR REMOVAL OF NAME—STATEMENT IN WRITING—REINSTATEMENT OF NAME DIRECTED—REPRESENTATION OF LAITY MEASURE, 1929 (19 & 20 Geo. 5, No. 2).

Appeal from a decision of Bennett, J. (79 SOL. J. 232).

Before 1932, the plaintiff's name was on the electoral roll of the Parish of Haughley, but, on a revision of the roll, the Parochial Church Council removed it. He gave notice of appeal to the rural dean in accordance with r. 18 of the schedule to the Representation of the Laity Measure, 1929, and a lay commission was appointed to hear the appeal. The council were given an opportunity of stating their grounds for removing the plaintiff's name, and in a letter dated the 21st March, 1932, said that their reason was that the person concerned did not attend worship or support the church. On the 23rd March, the commission decided that there was no ground for the removal of the name, and directed that it should be restored. The council failed to comply, and an order was made under s. 16 of the Parochial Church Councils (Powers) Measure, 1921, and r. 25 of the Representation of the Laity Measure, 1929, in pursuance of which the rural dean posted on the church door at Haughley a supplementary roll including the plaintiff's name. Someone unknown took down the list and when the plaintiff went to a parochial meeting he was not permitted to attend. Bennett, J., granted a declaration that he was entitled to have his name reinstated on the electoral roll and directed the defendants to reinstate his name. An injunction restraining them from interfering with his attending parochial meetings was granted.

LORD HANWORTH, M.R., dismissing the appeal, said that after the receipt of the letter the commission were entitled to assume that the council had decided not to give any reasons justifying the removal of the name. The reasons given were not valid, even if established. The suggestion put forward that the commission had not heard and determined the matter imported that the council, an outside body, could decide whether the commission had properly received and considered the material which the council thought ought to have been considered. That was not the law. Such a domestic tribunal, properly constituted, had power to hear and decide questions before them, determining what was relevant without being subject to scrutiny or overruling by another body which thought they should have acted differently. The commission acted in good faith and had come to a decision which stood good and was final.

ROMER and MAUGHAM, L.JJ., agreed.

COUNSEL: *M. Hoare*; *Collins*, K.C., and *Elverston*.

SOLICITORS: *Owen White & Catlin*; *Whites & Co.*, agents for *Greene & Greene*, of Bury St. Edmunds.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Jennings *v.* **Stephens.**

Crossman, J.
31st May, 6th, 20th and 21st June, 3rd, 4th, 5th and 17th July, 1935.

COPYRIGHT — PLAY — PERFORMANCE — WHETHER PUBLIC — WOMEN'S INSTITUTE—GUESTS EXCLUDED—COPYRIGHT ACT, 1911 (1 & 2 Geo. 5, c. 46).

The plaintiff was the author and owner of the copyright in a play called "The Rest Cure." It was performed without her consent by the Overstone and Sywell Dramatic Society at a monthly meeting of the Duston Women's Institute in the village hall at Duston. The members present numbered sixty-eight. No guests were admitted, though members were ordinarily allowed to brings guests to the monthly meeting. The Women's Institute at Duston had 109 members out of a total female population of 1,084. It was formed under the rules laid down by the National Federation of Women's Institutes and affiliated thereto. The Federation's Handbook stated that it was a voluntary association of country women formed to improve conditions of rural life and provide opportunities for mutual help and intercourse. The general rule was to sanction the formation of institutes in rural communities of not more than 4,000 inhabitants. The Women's Institute Constitution and Rules provided for monthly meetings of a social and educative nature. In this action against the president of the dramatic society, the plaintiff claimed a declaration that the performance was an infringement of her copyright, contending that the Duston Women's Institute was not a private club, but a branch of a public institution.

CROSSMAN, J., in giving judgment, referred to ss. 1 (2), 2 (1) of the Copyright Act, 1911. The question was whether the performance was "in public" within the Act. *Duck* v. *Bates*, 13 Q.B.D. 843, and *Harms (Incorporated), Ltd., and Chappell & Co., Ltd.* v. *Martons Club, Ltd.* [1926] Ch. 870; [1927] 1 Ch. 526, showed that it had to be considered whether there was admission of any part of the public, how many people were present, where the performance was held, whether it was for profit, and whether it would attract members who would be willing to pay money, inducing them not to go to see a performance licensed by the author. The Duston Women's Institute was a separate institution and a small local society, and the performance was not "in public" within the Act. Treating Lord Bowen's *dictum* in *Duck* v. *Bates*, 13 Q.B.D., at p. 850, as applicable to the question under the Act, his lordship could not accept the contention that no performance at a meeting of a women's institute could fail to be public. It was an important fact that guests were excluded. The performance was quasi-domestic and not public. The action must be dismissed.

COUNSEL: *Schiller*, K.C., and *E. Macgillivray*; *Gover*, K.C., and *J. Nesbitt*.

SOLICITORS: *Reynolds, Sons & Gorst*; *Francis & Crookenden*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Croxford and Others *v.* **Universal Insurance Co. Ltd.**

Horridge, J. 1st and 5th July, 1935.

ROAD TRAFFIC—INSURANCE—THIRD PARTY LIABILITY—CERTIFICATE OF INSURANCE PROPERLY CANCELLED BY INSURERS PRIOR TO ACCIDENT—JUDGMENT OBTAINED AGAINST POLICY-HOLDER AFTER ROAD TRAFFIC ACT, 1934—WHETHER INSURERS LIABLE—ROAD TRAFFIC ACT, 1934 (24 & 25 Geo. 5, c. 50), s. 10 (1) and (3).

The plaintiffs were the dependants of one, John William Croxford, who was killed in a motor accident on the 13th June, 1934. On the 6th February, 1935, they obtained judgment for £3,000 and costs, in an action brought by them under the Fatal Accidents Act against one, Davison, in respect of his alleged negligence in connection with the accident. Davison was insured against third party liabilities, as required by s. 36 (5) of the Road Traffic Act, 1930, with the defendant company who, however, had properly cancelled his certificate of insurance on 12th July, 1934. By s. 10 (1) and (3) of the Road Traffic Act, 1934, it is in effect provided that if, after

the insurers have issued a certificate of insurance to the assured under s. 36 (5) of the Act of 1930, judgment is obtained against anyone insured by the policy in respect of any liability which by s. 36 (1) of the Act of 1930 has to be covered, and is covered by the policy, the insurers must satisfy the judgment although they may be entitled to avoid, or may have avoided, the policy; but this does not apply if the insurers, in an action begun before, or within three months after, the beginning of the proceedings in which the judgment was obtained, have obtained a declaration that they are entitled to avoid the policy on certain grounds. The defendants repudiated liability on the ground that they had properly cancelled the certificate before the accident and that the Road Traffic Act, 1934, did not come into force until the 1st January, 1935.

HORRIDGE, J., in a reserved judgment, said that the question he had to decide was whether or not, inasmuch as the judgment had been obtained subsequently to the coming into force of the Act of 1934, the plaintiffs were entitled to recover, the certificate having been cancelled before the Act came into force. For the defendants it had been contended that to decide in favour of the plaintiffs would be to give to the Act a retrospective effect which should not be implied unless the wording of the Act clearly showed that that implication was intended; and in support of that view it had been argued that proceedings could not have been taken for the declaration mentioned in s. 10 (3) of the Act of 1934 before that Act came into force. The Act had, however, been known, as it had received the Royal Assent on 31st July, 1934, and he (his lordship) could not see why proceedings could not have been taken under s. 10 (3) in order to obtain the protection of the sub-section. Even the fact that such proceedings could not have been taken would not have prevented the plaintiffs from recovering, the important point being that the judgment had been obtained after s. 10 had come into force, and was a liability in respect of which the certificate of insurance had been granted. *Ward* v. *British Oak Insurance Co.* [1932] 1 K.B. 392 was a decision under different sections of the Third Parties (Rights against Insurers) Act, 1930, and was of no assistance in the present case. There must accordingly be judgment for the plaintiffs for £3,000.

COUNSEL: *Robert Fortune*, for the plaintiffs; *Roland Oliver*, K.C., and *Tristram Beresford*, for the defendants.

SOLICITORS: *E. Edwards & Son*; *A. D. Vandamm & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Weigall *v.* Westminster Hospital.

Horridge, J. 18th July, 1934.

NEGLIGENCE—PLAINTIFF ON PREMISES BY INVITATION, EXPRESS OR IMPLIED, OF OCCUPIER—MAT ON POLISHED FLOOR—PLAINTIFF INJURED.

In February, 1934, the plaintiff visited her son at the Westminster Hospital where he was a paying patient. While there, she went into another room to speak to the consulting surgeon. On the floor of the room, which was covered with highly polished linoleum, there was a mat. When the plaintiff stepped on to the mat, it slipped, and she fell on her side, sustaining serious injuries to one of her legs. She accordingly brought this action against the hospital for negligence.

HORRIDGE, J., said that there had been an implied contract that the plaintiff should be free to visit her son or to consult the surgeon about him. She came within the words of Scrutton, L.J., in *Hayward* v. *Drury Lane Theatre, Ltd., and Moss' Empires, Ltd.* [1917] 2 K.B. 899, at p. 914, as she was using the hospital premises for payment. The question, which was not easy, was whether Lord Hailsham's words in *Robert Addie & Sons (Collieries), Ltd.* v. *Dumbreck* [1929] A.C. 358, at p. 364, with reference to a person visiting premises by the invitation, express or implied, of the occupier, applied to the plaintiff. If she were such a person, the defendants had the duty of taking reasonable care that the premises were safe. The defendants here must have known that the floor of the room was highly polished, and they ought to have known that the mat might slip, and accordingly they should have made it secure. The plaintiff did not know that that had not been done and there was no duty on her to see that it was done; there must therefore be judgment for her for £2,826, at which sum he (his lordship) assessed the damages.

COUNSEL: *G. J. Paull*, for the plaintiff; *W. A. Fearnley-Whittingstall*, for the defendants.

SOLICITORS: *Thomas Cooper & Co.*; *Trollope, Winckworth, Crump & Sprott.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

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Obituary.

HIS HONOUR J. W. McCARTHY.

His Honour John William McCarthy, formerly a County Court Judge in Yorkshire and Durham, died at Harrogate, on Friday, 19th July, at the age of eighty. Educated at Kilkenny College and Queen's College, Cork, he became a member of the British Consular Service in Japan, and from 1879 to 1882 he was private secretary to the Japanese Minister for Foreign Affairs. After his return to England, he was called to the Bar by Gray's Inn in 1886, and later by the Middle Temple, and joined the Oxford Circuit. He became a Bencher of Gray's Inn in 1909. In 1914 he was appointed County Court Judge of Circuit 12, and in 1918 he was transferred to Circuit 15. For some years he was a member of the County Courts Rule Committee.

DR. C. G. GRANT.

Dr. Charles Graham Grant, who retired last January from the position of First Clerk of Arraigns at the Central Criminal Court, died on Wednesday, 17th July, at the age of seventy-one. He was educated in Edinburgh and London, and practised as a surgeon for over twenty years in the East End of London. He was called to the Bar by Gray's Inn in 1910, and in 1915 he was appointed to his post at the Central Criminal Court.

MR. R. J. ROBINSON.

Mr. Robert Joseph Robinson, senior partner in the firm of Messrs. Edgcombe, Hellyer & Robinson, of Portsmouth, died recently. Mr. Robinson was admitted a solicitor in 1901.

MR. H. SNAITH.

Mr. Henry Snaith, retired solicitor, of Boston, Lincs, died on Friday, 19th July, in his eighty-sixth year. Mr. Snaith was admitted a solicitor in 1875.

MR. A. H. WALKER.

Mr. Arthur Henry Walker, solicitor, of Skipton, died on Sunday, 21st July, at the age of forty-six. Mr. Walker, who was admitted a solicitor in 1918, was a member of the Skipton Urban District Council.

The Law Society.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 17th and 18th June, 1935 :—

Albert Aboudi, William Godfrey Agnew, Paul Ainsworth, B.A., Oxon, Alfred James Aldous, Peter Francis Francis Allfree, Frank Kenneth Allin, B.A., Oxon, Denys Gerald Winton Apthorpe, John Anderson Armstrong, B.A., Cantab., Thomas Mitchell Arnison, B.A. Cantab., Neville Granger Herford Atkinson, Thomas Campbell Atkinson, John Attle, James Annan Baird, Louis Baker, LL.B. Leeds, George Coles Barber, LL.B. Leeds, David Barton, B.A. Cantab., Peter Hewitt Beeston Beames, Robert Bellord, B.A. Oxon, James Ivor Berry, B.A., LL.B. Cantab., Laurence Edward Berry, Keith Gordon Blake, B.A., LL.B. Cantab., Raymond Spencer Boden, M.A. Cantab., Kenneth Hiram Bolam, Raymond Cyril Charles Bonniface, Kenneth Frederic Boustred, Charles Daubeney Brandreth, B.A. Oxon, Rory Murgatroyd Brierley, Edward Forryan Broughton, B.A. Cantab., James Ridler Buchanan, Archibald Walter Bury, B.A. Oxon, Vernon Osbart Douglas Cade, Geoffrey Thornton Calvert, B.A. Oxon, Horace John Pycock Candler, B.A. Cantab., Archibald Louis Hugh Carter, B.A. Oxon, Philip Charles Carter, B.A. Oxon, Norman Catchpole, B.A. Oxon, Dennis Fenton Cave, Anthony Michael Chorlton, LL.B. Manchester, William Edward Gerald Churcher, Charles Richard Churchill, Geoffrey Hall Clark, Sidney Israel Cohen, LL.B. London, Robert Randle Cole, B.A. Oxon, Yolanda Nathalie Marie Felicité Coralie Angele Compton, William Francis Comyns, LL.B. London, Arthur Holmes Connell, B.A., LL.B. Cantab., John Douglas Cooke, Richard Russell Corfield, B.A., LL.B. Cantab., Henry Alexander Corsellis, B.A. Cantab., Edwin Valentine Creak, Kenneth John Hale Crick, Richard Blount Cross, B.A. Oxon, John Herbert Crotch, Norman Hetherington Cullen, Donald Brodby Cumming, LL.B. London, Philip Curtis, B.A. Oxon, Alan Davison, George Bernard Day, Herbert Bryan Deane, Charles Graham des Forges, Thomas Dornan, B.A., B.C.L. Oxon, Noël Downing, William Arthur Harvey Druitt, B.A. Oxon., Geoffrey Richardson Duck, LL.B. Manchester, Joseph Dyet, David Basil Woosnam Dykes, Herbert Aubrey Easton, B.A. Cantab., Rolla Douglas Watts Edwardes-Ker, John William Edwards, B.A., LL.B. Cantab., Patrick John Francis Edwards, Sydney Montrose Ekin, B.A., LL.B. Cantab., John Braddock Elliott, LL.B. Manchester, Cyril Norman Elman, John Robert Farrant, B.A. Oxon, Ephraim Fine, Keva Fishman, LL.B. London, Harold William Wade Flint, LL.M., Sheffield, Douglas Barré Forbes, B.A., LL.B. Cantab., John Percival Bacon Forster, Cecil Francis Forster, Samual Geoffrey Foster, LL.B. Birmingham, Bertram Arthur Gould Francis, John Friends, LL.B. Durham, George David Gaisford, Emanuel Garber, Freda Gaukroger, Robert Morgan Gibb, Edward Brumfield Gillhespy, B.A. Oxon, Eric Eugene Leo Giuseppi, B.A. Oxon, Oswald Joseph Goodier, B.A. Oxon, Sylvia Gordon Gordon-Roberts, LL.B. Wales, Robert Gray, LL.B. Sheffield, Harry James Green, Harold Greenhalgh, John Frank Gregg, LL.M. Birmingham, Brian Fairchild Greig, M.A. Oxon, Anthony Victor Griffin, John Herbert Griffiths, Kenneth Graham Sinclair Gunn, Douglas Eric Hacking, B.A. Cantab., John Henry Vine Hall, B.A., LL.B. Cantab., Stanley Vincent Hall, David John Hallett, Frank Mallalieu Hamer, Maurice Campbell Hanna, B.A. Oxon, Julian George Hannay, Christopher Hedley Harmer, B.A., LL.B. Cantab., Mabel Harold, Basil Charles William Hart, Eric Francis Hatch, Kenneth Edward William Hatchard, Jack Valentine Hay, William Walter Heath, B.A. Oxon, John Alexander Anthony Leslie Henderson, M.A., LL.B. Melbourne, B.A. Cantab., Roland Clive Henderson, B.A., B.C.L. Oxon, Arnold Leslie Hepton, David Herman, Geoffrey Walter Hewett, B.A. Oxon, Herbert Walmsley Higginson, B.A., LL.B. Cantab., Richard Hiles, Leonard Paul Trevor Hill, B.A. Oxon, John Holgate, LL.B. Leeds, John Phillips Holloake Hollick, B.A. Oxon, Lilian Mary Hollowell, Brian Hopkinson, Thomas Edwin Patrick Hopwood, James Clarence Howell, LL.M. Birmingham, Henry Campbell Howson, B.A. Oxon, John Warwick Rivaz Hunt, B.A. Cantab., Robert Arbuthnott Hunter, B.A. Oxon, Maurice Gwynne Hutchinson, John Noel Laughton Isaac, B.A. Oxon, Roger William Jackling, Owen Carruthers Jenkins, Russell Thomas John, Edmond Maurice Johnston, B.A., B.C.L. Oxon, Ralph Elmore Jones, Frederick William Kay, Francis Charles Kenderdine, LL.B. Birmingham, Henry James Killick, B.A. Oxon, Charles Henry Kinnersley, B.A., LL.B. Cantab., Charles Herbert Lea, LL.B. Birmingham, Roydon Dickinson Lean, James Beresford Lever, B.A. Oxon, Frank Edwin Hyman Levinson, B.A. Cantab., Arthur Leonard Levy-Teesdale, B.A., LL.B. Cantab., Merlin Winston Lewis, B.A., B.C.L. Oxon, Ellis Lincoln, Joseph Rutherford Lindsay, LL.B., B.Com. Liverpool, Geoffrey Heygate Lowick, B.A. Cantab., Arthur Weatherston Lyall, B.A. Oxon, Andrew Bernard Lyons, B.A., LL.B. Cantab., Robin Home McCall, Vincent Adderley McKnight, Hector Donald Elston MacVitie, B.A. Cantab., Philip Joseph Manasseh, B.A. Oxon, George William Marks, Edward Brewster Mason, LL.B. Manchester, Robert Edgar Megarry, B.A., LL.B. Cantab., Kenneth Chivington Menneer, Charles Heathcote Wilson Messer, B.A. Cantab., Fraser Gordon Millward, Philip James, Monkman Edward Moore, B.A., LL.B. Cantab., John Fenwick Moore, William John Vernon Morgan-Griffiths, Cecil Denis Morley, B.A. Cantab., Alfred Denis Morris, William Bottomley Murgatroyd, Howard Spencer Murphy, B.A. Oxon, Felix James Nunes Nabarro, Eric Nevill, Alan James Newsome, B.A. Oxon, John Windsor Nicholson, LL.B. London, Denis Bailey Nickson, Franz Bernhard Noltingk, B.A. London, Wilfred Eric Nowers, Norman John Orchard, Richard Frederick Samson Orchard, Cecil Gerard Alexander Paris, John Patrick Gavin Parrish, Henry Patten, B.A., LL.B. Cantab., Ralph Warren Peacock, B.A. Cantab., Michael Theodore Pelloe, Rex Henry Percy, John Bradley Pine, Basil Hume Pinsent, B.A. Cantab., Charles Grahame Porter, John Porter, Bernard Oliver Leathes Prior, Harry Pugh, Ivor Davies Pugh, Robin Lutley Pugsley, John Milburn Pybus, B.A., LL.B. Cantab., Philip Rayson Redpath, LL.B. Leeds, Hugo William Arbouin Repard, B.A. Cantab., Joseph Alan Reston, LL.B. Liverpool, Cyril John Reynolds, John Edward Rhodes, John Plowman Ricks, B.A. Oxon, Charles Edward Rigg, LL.B. Leeds, Derek Mills Roberts, B.A. Oxon, Elwyn Beckwith Roberts, B.A. Cantab., Evan Wynne Roberts, Idris Roberts, Nigel James Neale Robinson, Charles John de Salis Root, Nathan Rothman, Francis Douglas Russell-Roberts, B.A. Oxon, Alexander Russenberger, Ralph Walter Rye, M.A. Cantab., Henry Peter Ryland, Peter Kenneth Rymer, B.A. Cantab., Sidney Samson, Frederick Hugh Samuel, Gerald Dudley Anthony Seagrim, B.A., LL.B. Cantab., Alex Edward Sellers, B.A. Oxon, John Birkmyre Shankland, Harry Shapero, Richard William Shepherd, B.A. Oxon, Hugh William Shillito, Alfred Burnett Shindler, Dorothea Marie Sims, LL.B. London, Derek Hugh Sinclair, B.A. Cantab., Wilfred Alexander Slack, B.A., LL.B. Cantab., Donald Eric Smith, B.A. Cantab., James Whiting Smith, Jason Adam Smith, B.A. Oxon, William Sommerville, B.A. Cantab., Simon Spector, LL.B. Birmingham, Richard Vernon Spens, John Farley Spry, B.A. Cantab., Edward Trevor Stephens, B.A. Cantab., Richard William Wykes Stephens, Robert David Bracey Stephenson, Alan Douglas Stevens, Frank John Stimpson, Ronald Webster Storr, B.A. Cantab., Richard Gething Strachan, B.A., B.C.L. Oxon, Herbert John Charles Sturton, Thomas Frederick Swift, Henry Percy Sympson, John Basil Tanner, B.A. Oxon, Arthur William Taylor, Edmund Trevor Thomas, Gerald Cuthbert Louis Thompson, B.A. Cantab., Henry John Thompson, LL.B. Sheffield, Walter John Cambridge Todd, B.A. Cantab., Peter Norton Townsend, Elizabeth Ann Turner, Charles Harold Vernon, Frederick Chisnell Wallis, Anthony Lister Walsh, Amy Maud Waters, Robert Lee Waters, B.A. Cantab., Percy Kenneth Watkins, Victor Stuart Way, Ernest John Weatherley, B.A., LL.B. Cantab., Charles Weinberg, Vyvyan Bernard Wells, Hugh Stephen Wharton, B.A. Oxon, David Winston Whitaker, Frank Wilders, Sydney Harold Willetts, LL.B. Birmingham, Howard Jones Williams, Merfyn Madoc Williams, LL.B. London, Arthur John Williamson, B.A., B.C.L. Oxon, William Felix Henry Francis Wilson, B.A. Cantab., Norman Dyason Wood, John Russell Woolford, Frederick Woollam, Charles Gordon Wright, James Egerton Lowndes Wright, John William Wright, Alan Walter Stuart Young, Edwin Sidney Young.

Number of Candidates 435, passed 276.

The Council have awarded the following prizes: To Rolla Douglas Watts Edwardes-Ker, who served his Articles of Clerkship with Mr. Harold Gaye Michelmore, of the firm of Messrs. Harold Michelmore & Co., of Newton Abbott, the Edmund Thomas Child Prize, value about £21 ; and to Thomas Dornan, B.A., B.C.L. Oxon, who served his Articles of Clerkship with Mr. Charles Earnshaw Woosnam, of the firm of Messrs. Cottrell & Son, of Birmingham, the John Mackrell Prize, value about £13.

PRELIMINARY EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 3rd and 4th July, 1935 :—

Douglas George Ash, Solomon Leslie Black, Dudley William Bonney, John Wooddill Harold Carey, John Ivor Davies, Arnold Maurice Dunn, Wallace Cecil Edmonds, Norman Edward Farmar, Hugh Rudolf Fortescue, Philip Game, Thomas Denis Garner, Percy Evry Grant, Michael Gichard Gummer, Arthur Noel Eyre Hilliard, Eric Peters Hodgson,

Terence Horkin, Charles Joseph Hughes, Ernest Gordon Knight, David Curzon Lewis, John David Lodge, Joseph Charles Mitchell, Richard Elwyn Moore, James Williams Morgan, Leonard Willis Ormrod, Charles Maxwell Owen, Peter Pennell, Norman Benedict Power, Samuel David Wallace Roberts, Roland Samuel Robinson, Charles Gray Rutherford, Richmond Smith, Edmund Smithson, Edward Norman Maynard Snow, John Ayton Staddon, Frank Stephenson, John Dennis Storey, Frederick Benjamin Turner, Gilbert John Wheat, Herbert Stanley Whisker, John Wicks Widdicombe, Rowland John Edward Wilkins, Robert Tyson Wilson, James William Balme Winter, Albert Wright, Charles Harkness Young.

Number of Candidates 138, passed 45.

ADJOURNED ANNUAL GENERAL MEETING.

At the Adjourned Annual General Meeting of the Society, held on Thursday, the 18th instant, the following gentlemen were elected Members of the Council of the Society to fill casual vacancies and vacancies caused by retirement in rotation: Mr. Percy Dumville Botterell, C.B.E. (London), Mr. William Charles Crocker, M.C. (London), Mr. Francis John Fallowfield Curtis (Leeds), Mr. Hugh Matheson Foster, B.A. (Aldershot), Mr. Douglas Thornbury Garrett, B.A. (London), Mr. William Alan Gillett (London), Mr. Henry Chicheley Haldane, B.A. (London), The Rt. Hon. Sir Dennis Henry Herbert, K.B.E., M.A., M.P. (London), Mr. Edwin Savory Herbert, LL.B. (London), Mr. Randle Fynes Wilson Holme, B.A. (London), Colonel William Mackenzie Smith, D.S.O., T.D. (Sheffield) and Mr. Fred Webster, B.A., LL.B. (London).

Societies.

Middle Temple.

GARDEN PARTY.

The Treasurer, Sir Lynden Macassey, K.B.E., K.C., and Masters of the Bench of the Middle Temple gave a garden party on the 17th July in the garden of the Middle Temple. The Treasurer and Lady Macassey received the guests in the Middle Temple Hall, where the Middle Temple Collection of Elizabethan, Jacobean, Stuart and other plate was exhibited. The band of H.M. Coldstream Guards played in the garden under the direction of Lieutenant J. Causley Windram, by permission of Colonel Arthur Smith, D.S.O., M.C. The Salon Orchestra under the direction of Mr. Frederik Kuper played in the Gallery of the Hall.

In addition to a large number of barristers and students of the Middle Temple, the following were amongst those who accepted the invitation for themselves and their ladies:—

The Lord Alness, The High Commissioner for Australia, Mr. Justice Atkinson, Mr. Alfred Adams, Mr. F. K. Archer, The Lord Atkin, Sir Robert Aske, Mr. J. Abady, Mr. A. M. B. Bremner, Sir Archibald Bodkin, His Honour A. W. Bairstow, Mr. R. F. Bayford, Mr. Justice Bucknill, Mr. M. J. L. Beebee, Sir George Bonner, Mr. Justice Bennett, Sir Chartres Biron, Sir Dunbar Plunket Barton, Mr. G. Thalben Ball, Mr. Cecil Browning, Mr. J. F. Eric Bentley, Mr. J. A. Barratt, Mr. F. Van den Berg, Mr. Paul Bennett, The Viscount Cecil, Sir B. A. Cohen, Sir Reginald Coventry, Mr. E. W. Cave, Mr. D. Cotes-Preedy, Mr. C. J. Conway, Mr. Justice Clauson, Mr. Bernard Campion (Treasurer of Gray's Inn), Sir Arthur Colefax, Sir Herbert Cunliffe, Sir Percival Clarke, Mr. Justice Crossman, Mr. L. L. Cohen, Mr. W. C. Cleveland-Stevens, Mr. Edward Clayton, Mr. H. W. Challoner, The Clerk to the Carpenters Company, The Clerk to the Cutlers Company, Judge Clements, Mr. Kenneth Carpmael, Mr. C. N. Tindal Davis, Sir Edwin Deller, Mr. R. E. Dummett, Mr. R. Storry Deans, Sir Howard d'Egville, The Clerk to the Dyers Company, Judge Davies, Judge Drucquer, Mr. Justice Eve, Mr. F. H. L. Errington, Mr. Tom Eastham, Mr. A. L. Ellis, Mr. J. F. Eales, The Viscount Erleigh, Judge Earengey, Mr. Justice Farwell, The Clerk to the Fishmongers Company, Rev. Archibald Fleming, Sir Thomas Forster, Mr. A. Grant, Mr. Wilfrid Greene, Mr. R. A. Gordon, Mr. J. F. W. Galbraith, Mr. H. F. F. Greenland, Lord Justice Greer, The Lord Greenwood, Mr. E. A. Godson, The Under Treasurer of Gray's Inn, Mr. E. G. Gilbert, The Clerk to the Grocers Company, The Clerk to the Goldsmiths Company, Mr. W. Gorman, Mr. M. P. Griffith-Jones, Sir William Hansell, The Lord Hanworth, The Lord Hewart, Mr. Justice Humphreys, Mr. R. P. Hills, Mr. Valentine Holmes, Sir Alfred Hopkinson, Sir Meyrick Hewlett, Sir Thomas Hughes, Sir William Holdsworth, Sir Gerald Hurst, Mr. W. M. Hunt, Mr. L. M. Hewlett, Mr. R. H. Hodge, Sir Robert Horne, Mr. A. R. Hewitt, Mr. Morris Hall, Mr. T. H. Hunter, Mr. H. S. J. Hughes, Sir Thomas Inskip, the Sub-Treasurer of the Inner Temple, Mr. C. E. E. Jenkins, Mr. W. E. Tyldesley Jones, Mr. A. E. Jukes, Sir Duncan Kerley, Judge Konstam, Judge Kennedy, Mr. G. D. Keogh, Mr. C. A. Kennedy, Mr. C. Weller Kent, Mr. G. W. Holford Knight, Mr. Justice Lewis, Mr. A. M. Langdon (Treasurer of the Inner Temple), Mr. Justice Langton, Mr. L. Le Quesne, Sir Paul Lawrence, Mr. Justice Luxmoore, Mr. A. M. Latter, Sir Shadi Lal, The Bishop of London, the President of The Law Society, the Secretary of The Law Society, the Under-Treasurer of Lincon's Inn, Mr. G. E. Lynn, the Clerk of the Loriners Company, Mr. P. Laszlo de Lombos, Professor Thomas Loudon, Mr. R. M. Montgomery, Mr. Justice Mackinnon, the Lord Macmillan, Sir Boyd Merriman, Sir Harold Morris, Mr. C. B. Marriott, Mr. Justice Macnaghten, Mr. Theobald Mathew, Lord Justice Maugham, Sir Malcolm McIlwraith, Mr. J. W. Manning, Mr. H. T. Methold, Mr. Fergus Morton, Mr. H. F. Manisty, Mr. Noel Middleton, Mr. N. L. C. Macaskie, Mr. Arthur Morgan, Lieut.-Colonel Leslie McCarthy, The Clerk to the Mercers Company, The Clerk to the Merchant Taylors Company, The Clerk to the Master Mariners Company, Judge Maxwell, Mr. Sylvain Mayer, Mr. K. Macmorran, Mr. A. Morley, Mr. R. H. Morris, The High Commissioner for New Zealand, Mr. Paul C. Nanton, Mr. R. W. Needham, Mr. R. O'Sullivan, Mr. C. M. Pitman, Sir Frederick Pollock, Mr. Ray Foot Purdy, The Baron Profumo, Mr. D. N. Pritt, Mr. R. A. Powell, Sir Sidney Rowlatt, Lord Justice Roche, Mr. H. St. J. G. Raikes, Mr. H. G. Robertson, The Hon. Victor Russell, Lord Justice Romer, The Lord Russell of Killowen, Mr. N. Randall, The Rev. The Reader at the Temple Church, Sir Gervais Rentoul, Mr. R. F. Roxburgh, Sir Lancelot Sanderson, Sir Leslie Scott, Mr. F. P. M. Schiller, Sir Claud Schuster, Mr. P. E. Sandlands, Mr. Justice Singleton, Mr. C. Paley Scott, Mr. W. P. Spens, Mr. Justice Swift, His Honour Hugh Sturges, Mr. J. H. Stamp, Mr. G. T. Simonds, Sir Montagu Sharpe, The High Commissioner for Southern Rhodesia, Mr. C. G. Swanson, Mr. H. A. C. Sturgess, The Clerk to the Skinners Company, The Clerk to the Salters Company, The Clerk to the Stationers and Newspaper Makers Company, Mr. W. H. Cartwright Sharp, Mr. W. N. Stable, Sir Francis Taylor, Mr. Justice Talbot, The Lord Tomlin, Judge Thompson, Mr. A. F. Topham, Mr. C. W. Turner, The Rev. The Master of the Temple, Mr. W. N. Tilley, Mr. G. H. Thiselton-Dyer, Mr. S. G. Turner, Mr. D. Rowland Thomas, The Viscount Ullswater, Sir Arthur Underhill, Mr. A. Andrewes Uthwatt, Mr. H. B. Baisey, The Clerk to the Vintners Company, The Lord Wright, Mr. W. O. Willis, Mr. F. J. Wrottesley, The Lord Wrenbury, Mr. R. E. L. Vaughan Williams, Mr. P. M. Walters, Mr. R. A. Willes, Sir Courthope Wilson, Mr. James Whitehead, Mr. W. T. Watson, Mr. H. J. Wallington, Sir Gerald Wollaston, Mr. Maurice Webb, The Dean of Westminster and Mr. R. H. Williams.

The Masters of the Bench present on the occasion with their ladies (in addition to the Treasurer and Lady Macassey) were:—

Sir Robert Wallace, Judge Ruegg, Sir John Astbury, The Marquis of Reading, Sir Ellis Hume-Williams, Mr. Butler Aspinall, Mr. Justice Horridge, Judge Sir Alfred Tobin, Mr. H. T. Kemp, Mr. Leslie De Gruyther, Mr. Edward Shortt, Sir Holman Gregory, Mr. St. J. G. Micklethwait, Sir Cecil J. B. Hurst, The Hon. S. O. Henn-Collins, The Viscount Finlay, Mr. A. M. Dunne, Mr. J. M. Gover, Judge Dyer, Mr. J. Bruce Williamson, Judge Dumas, Mr. S. J. Bevan, Mr. A. M. Sullivan, Sir Henry Curtis Bennett, Mr. W. E. Vernon, The Viscount Rothermere, Mr. Cecil Whiteley, Mr. J. Scholefield, Mr. W. Craig Henderson, Mr. J. D. Cassels, Sir Edward Tindal Atkinson, Mr. J. C. Jackson, Mr. Walter Frampton, Sir Ian Macpherson, Mr. J. Bowen Davies, Mr. J. M. Paterson, Sir Henry F. MacGeagh, Judge Lilley, Sir Thomas Molony, The American Ambassador and Mr. A. Ralph Thomas, together with the Under-treasurer (Mr. T. F. Hewlett).

Parliamentary News.

Progress of Bills.

House of Lords.

Ayr County Council (General Powers) Order Confirmation Bill.
Reported. [22nd July.

Blackpool Improvement Bill.
Read Third Time. [23rd July.

British Sugar (Subsidiary) Bill.
Read First Time. [22nd July.

Cattle Industry (Emergency Provisions) (No. 2) Bill.
Read First Time. [24th July.

Chichester Corporation Bill.
Commons Amendments agreed to. [22nd July.

Croydon Corporation Bill.
Read Third Time. [23rd July.

Diseases of Animals Bill.
Commons Amendments agreed to. [23rd July.
Exeter Corporation Bill.
Commons Amendments agreed to. [23rd July.
Gloucester Corporation Bill.
Commons Amendments agreed to. [18th July.
Government of India Bill.
Read Third Time. [24th July.
Harrogate Corporation Bill.
Read Third Time. [23rd July.
Hours of Employment (Convention) Bill.
Reported without Amendment. [23rd July.
House of Commons Disqualification (Declaration of Law) Bill.
Read First Time. [22nd July.
Housing (Scotland) Bill.
In Committee. [22nd July.
Ipswich Corporation (Trolley Vehicles) Provisional Order Bill.
Read Third Time. [24th July.
Isle of Man (Customs) Bill.
Read First Time. [22nd July.
Leith Harbour and Docks Consolidation Order (Confirmation) Bill.
Reported. [22nd July.
London Building Act (Amendment) Bill.
Commons Amendments agreed to. [22nd July.
London County Council (Money) Bill.
Read Third Time. [23rd July.
London Passenger Transport Board Bill.
Read Third Time. [23rd July.
London Passenger Transport Board (Finance) Bill.
Read Second Time. [23rd July.
Marriages Provisional Order Bill.
Read Second Time. [17th July.
Milford Docks Bill.
Commons Amendments agreed to. [22nd July.
Ministry of Health Provisional Order (Cuddington Joint Hospital District) Bill.
Read Third Time. [24th July.
Ministry of Health Provisional Order (East Surrey Water) Bill.
Read Third Time. [24th July.
Ministry of Health Provisional Order (Harpenden Water) Bill.
Read Third Time. [24th July.
Ministry of Health Provisional Order (Monks and Princes Risborough Water) Bill.
Read Third Time. [24th July.
Ministry of Health Provisional Order (Rainham Water) Bill.
Read Third Time. [24th July.
Ministry of Health Provisional Order (South Oxfordshire Water) Bill.
Read Third Time. [24th July.
National Health Insurance and Contributory Pensions Bill.
Read Second Time. [22nd July.
Newcastle-upon-Tyne Corporation (General Powers) Bill.
Reported with Amendments. [17th July.
Pier and Harbour Provisional Order (Scarborough) Bill.
Read Second Time. [22nd July.
Public Health (Water and Sewerage) (Scotland) Bill.
Read Second Time. [22nd July.
Registration and Regulation of Osteopaths Bill.
Reported without Amendment. [17th July.
Severn Navigation Bill.
Commons Amendments agreed to. [23rd July.
South Suburban Gas Bill.
Commons Amendments agreed to. [17th July.
Stourbridge Navigation Bill.
Commons Amendments agreed to. [22nd July.
Sunderland Corporation Bill.
Reported with Amendments. [22nd July.
Swansea Tramways Bill.
Commons Amendments agreed to. [18th July.
Teachers (Superannuation) Bill.
Read First Time. [22nd July.
Unemployment Insurance (Crediting of Contributions) Bill.
Reported without Amendment. [24th July.
Urmston Urban District Council Bill.
Commons Amendments agreed to. [18th July.
Weights and Measures Bill.
Read Third Time. [22nd July.

House of Commons.

Ascot District Gas and Electricity Bill.
Lords Amendments agreed to. [18th July.
Ayr Burgh Extension, etc., Order Confirmation Bill.
Read First Time. [18th July.
Beckenham Urban District Council Bill.
Lords Amendments agreed to. [18th July.
Boston Corporation Bill.
Read Third Time. [23rd July.
British Sugar (Subsidy) Bill.
Read Third Time. [19th July.
Camborne Water Bill.
Read Third Time. [22nd July.
Cattle Industry (Emergency Provisions) No. 2 Bill.
Read Third Time. [23rd July.
Chichester Corporation Bill.
Read Third Time. [19th July.
Criminal Lunatics (Scotland) Bill.
Read Third Time. [19th July.
Derwent Valley Water Board Bill.
Lords Amendments agreed to. [22nd July.
Easington Rural District Council Bill.
Lords Amendments agreed to. [22nd July.
Exeter Corporation Bill.
Read Third Time. [22nd July.
Gelligaer Urban District Council Bill.
Reported with Amendments. [18th July.
Hertfordshire County Council Bill.
Reported, with Amendments. [18th July.
House of Commons Disqualification (Declaration of Law) Bill.
Read Third Time. [19th July.
Hoylake Urban District Council Bill.
Reported, with Amendments. [24th July.
Isle of Man (Customs) Bill.
Read Third Time. [19th July.
Kilmarnock Burgh Extension, etc., Order Confirmation Bill.
Read First Time. [18th July.
London Building Act (Amendment) Bill.
Read Third Time. [19th July.
London Midland and Scottish Railway Bill.
Lords Amendments agreed to. [18th July.
Milford Docks Bill.
Read Third Time. [18th July.
Ministry of Health Provisional Order Confirmation (Croydon) Bill.
Read Third Time. [18th July.
Ministry of Health Provisional Order Confirmation (Eastbourne) Bill.
Read Third Time. [18th July.
Ministry of Health Provisional Order Confirmation (Fylde Preston and Garstang Joint Small-pox Hospital District) Bill.
Read Third Time. [24th July.
Ministry of Health Provisional Order Confirmation (Harrogate) Bill.
Read Third Time. [18th July.
Ministry of Health Provisional Order Confirmation (Huntingdon) Bill.
Read Third Time. [18th July.
Ministry of Health Provisional Order Confirmation (Metropolis Water) Bill.
Read Third Time. [18th July.
Ministry of Health Provisional Order Confirmation (Morley) Bill.
Read Third Time. [18th July.
Ministry of Health Provisional Order Confirmation (Norwich) Bill.
Read Third Time. [24th July.
Ministry of Health Provisional Order Confirmation (Ottershaw Joint Hospital District) Bill.
Read Third Time. [24th July.
Ministry of Health Provisional Order Confirmation (Oxford) Bill.
Read Third Time. [24th July.
Ministry of Health Provisional Order Confirmation (Pwllheli) Bill.
Read Third Time. [24th July.
Ministry of Health Provisional Order Confirmation (Watford) Bill.
Reported, with Amendment. [23rd July.
Nottingham Corporation Bill.
Amendments made. [24th July.
Port of London Bill.
Reported, with Amendments. [18th July.
Restriction of Ribbon Development Bill.
Reported, with Amendments. [23rd July.
Severn Navigation Bill.
Read Third Time. [22nd July.
South Shields Corporation Bill.
Lords Amendments agreed to. [19th July.
Stourbridge Navigation Bill.
Read Third Time. [19th July.
Teachers (Superannuation) Bill.
Read Third Time. [19th July.
Troon Burgh Extension, etc., Order Confirmation Bill.
Read First Time. [18th July.
Weymouth and Melcombe Regis Corporation Bill.
Reported, with Amendments. [24th July.

Legal Notes and News.

Honours and Appointments.

The Board of Trade have appointed Mr. CHARLES RANKEN BRUCE PARK to be an Official Receiver attached to the High Court of Justice in Bankruptcy, in the place of Mr. Edward Courtenay Ferrars Vyvyan.

The vacancy in the Supreme Court of Canada, which must go by tradition to a Roman Catholic, has been filled by the appointment of Mr. Justice PATRICK KIRWAN, of the Supreme Court of Ontario, whose place there is to be filled by Mr. CHARLES MCTAGUE, K.C., of Windsor, Ontario.

Professional Announcements.

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Wills and Bequests.

The Right Hon. Sir Horace Edmund Avory, P.C., of Hyde Park, W., a Justice of the King's Bench Division from 1910, left estate of the gross value of £137,430, with net personalty £131,360. He left £500 to the Barristers' Benevolent Association and £100 to the Rye Golf Club.

Mr. William Price James, barrister-at-law, of Cardiff, and High Bailiff of the Cardiff County Court since 1892, who died on 11th May, aged eighty, left £19,691, with net personalty £14,326. He left all his books to the Cardiff Free Library; £500 to the Representative Body of the Church in Wales.

Notes.

The Treasurer of the Inner Temple (Mr. A. M. Langdon, K.C.) and the Masters of the Bench entertained members of the Inn and their friends at a dance in the Inner Temple on Friday, 19th July. About 1,200 guests attended and were received by the Treasurer and Mrs. Langdon.

During the Long Vacation the Gray's Inn Library will be open as follows:—

August 1st to 31st—10 a.m. to 2 p.m. Closed on Saturdays and Bank Holiday.

September 1st to 30th—10 a.m. to 4 p.m. Saturdays 10 a.m. to 1 p.m.

Lord Blackburn, one of the Judges of the Court of Session, Edinburgh, has tendered his resignation. Lord Blackburn, who is 71 years of age, and has been on the Bench since 1918, desired to retire some months ago, but was requested to continue until after the appointment of Lord Normand as Lord President of the Court in succession to Lord Clyde.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness Part I.	GROUP I. MR. JUSTICE BENNETT. Witness Part II.
	Mr.	Mr.	Mr.	Mr.
July 29	Hicks Beach	Ritchie	*Andrews	Ritchie
,, 30	Andrews	Blaker	*More	*Andrews
,, 31	Jones	More	*Ritchie	More
	GROUP I. MR. JUSTICE CROSSMAN. Non-Witness	MR. JUSTICE CLAUSON Non-Witness	GROUP II. MR. JUSTICE LUXMOORE Witness Part II.	MR. JUSTICE FARWELL. Witness Part I.
	Mr.	Mr.	Mr.	Mr.
July 29	More	Jones	*Hicks Beach	*Blaker
,, 30	Ritchie	Hicks Beach	Blaker	*Jones
,, 31	Andrews	Blaker	*Jones	*Hicks Beach

*The Registrar will be in Chambers on these days and also on the days when the Court is not sitting.

The Long Vacation will commence on Thursday, the 1st day of August, 1935, and terminate on Saturday, the 5th day of October, 1935, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 15th August, 1935.

	Div. Months.	Middle Price 24 July 1935.	Flat Interest Yield.	‡Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	116	3 9 0	2 19 10
Consols 2½%	JAJO	85½	2 18 6	—
War Loan 3½% 1952 or after	JD	106¾	3 5 7	2 19 10
Funding 4% Loan 1960-90	MN	119	3 7 3	2 18 4
Funding 3% Loan 1959-69	AO	104¼	2 17 6	2 15 3
Victory 4% Loan Av. life 23 years	MS	117¼	3 8 3	2 19 1
Conversion 5% Loan 1944-64	MN	122	4 2 0	2 1 6
Conversion 4½% Loan 1940-44	JJ	112	4 0 4	2 2 10
Conversion 3½% Loan 1961 or after	AO	108½	3 4 6	3 0 5
Conversion 3% Loan 1948-53	MS	106	2 16 7	2 9 1
Conversion 2½% Loan 1944-49	AO	101½	2 9 3	2 6 0
Local Loans 3% Stock 1912 or after	JAJO	96½	3 2 2	—
Bank Stock	AO	370½	3 4 9	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	89	3 1 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
India 4½% 1950-55	MN	114	3 18 11	3 6 0
India 3½% 1931 or after	JAJO	98	3 11 5	—
India 3% 1948 or after	JAJO	86	3 9 9	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118	3 16 3	3 9 3
Sudan 4% 1974 Red. in part after 1950	MN	114	3 10 2	2 16 9
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 16 5
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	111	4 1 1	2 12 6
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109	3 13 5	3 7 6
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 3
Canada 4% 1953-58	MS	113	3 10 10	3 1 0
*Natal 3% 1929-49	JJ	100	3 0 0	3 0 0
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	101	2 19 5	2 17 7
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 10
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	96	3 2 6	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	106	3 6 0	3 0 10
Leeds 3% 1927 or after	JJ	95	3 3 2	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	107	3 5 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	83	3 0 3	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96½	3 2 2	—
Manchester 3% 1941 or after	FA	97	3 1 10	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100½	2 9 9	—
Metropolitan Water Board 3% "A" 1963-2003	AO	100	3 0 0	3 0 0
* Do. do. 3% "B" 1934-2003	MS	99½	3 0 4	3 0 4
Do. do. 3% "E" 1953-73	JJ	101	2 19 5	2 18 7
Middlesex County Council 4% 1952-72	MN	114	3 10 2	2 18 10
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 2 11
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	106½	3 5 9	3 3 7
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115½	3 9 3	—
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	138½	3 12 2	—
Gt. Western Rly. 5% Rent Charge	FA	136½	3 13 3	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	135½	3 13 10	—
Gt. Western Rly. 5% Preference	MA	123½	4 1 0	—
Southern Rly. 4% Debenture	JJ	114	3 10 2	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	113½	3 10 6	3 4 10
Southern Rly. 5% Guaranteed	MA	135½	3 13 10	—
Southern Rly. 5% Preference	MA	123½	4 1 0	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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